



Republic of the Philippines
Supreme Court
Manila

SECOND DIVISION

BLEMP COMMERCIAL OF THE PHILIPPINES, INC., G.R. No. 199031
Petitioner,

-versus-

**THE HON. SANDIGANBAYAN
FIRST DIVISION,
PRESIDENTIAL COMMISSION
ON GOOD GOVERNMENT,
ORTIGAS & COMPANY
LIMITED PARTNERSHIP,
RICARDO C. SILVERIO, and
MID-PASIG LAND
DEVELOPMENT
CORPORATION,**
Respondents.

X-----X X-----X
ORTIGAS & COMPANY, G.R. Nos. 199053 & 199058
LIMITED PARTNERSHIP,
Petitioner,

-versus-

**SANDIGANBAYAN (FIRST
DIVISION), PRESIDENTIAL
COMMISSION ON GOOD
GOVERNMENT, and MID-PASIG
LAND DEVELOPMENT
CORPORATION,**
Respondents.

X-----X
**PRESIDENTIAL COMMISSION
ON GOOD GOVERNMENT and
MID-PASIG DEVELOPMENT
CORPORATION,**
Petitioners,

X-----X
G.R. Nos. 204368 & 204373

-versus-

**SANDIGANBAYAN (FIRST
DIVISION), and ORTIGAS &
COMPANY LIMITED
PARTNERSHIP,**
Respondents.

X-----X
**RICARDO C. SILVERIO [now
deceased], for himself and on behalf
of ANCHOR ESTATE
CORPORATION, substituted by his
surviving spouse, LORNA
CILLAN-SILVERIO,**
Petitioner,

X-----X
G.R. Nos. 204604 & 204612

-versus-

**PRESIDENTIAL COMMISSION
ON GOOD GOVERNMENT,
ASSET PRIVATIZATION TRUST,
MID-PASIG LAND
DEVELOPMENT
CORPORATION, and ORTIGAS
& COMPANY LIMITED
PARTNERSHIP,**
Respondents.

X-----X
**ORTIGAS & COMPANY
LIMITED PARTNERSHIP,**
Petitioner,

X-----X
G.R. No. 214658

-versus-

**HON. SANDIGANBAYAN (FIRST
DIVISION), PRESIDENTIAL
COMMISSION ON GOOD
GOVERNMENT, and MID-PASIG
DEVELOPMENT**

CORPORATION,
Respondents.

x-----x
**PRESIDENTIAL COMMISSION
ON GOOD GOVERNMENT and
MID-PASIG LAND
DEVELOPMENT
CORPORATION,**
Petitioners,

x-----x
G.R. No. 221729

-versus-

**SANDIGANBAYAN (FIRST
DIVISION) and ORTIGAS &
COMPANY LIMITED
PARTNERSHIP,**
Respondents.

x-----x
**ORTIGAS & COMPANY
LIMITED PARTNERSHIP,**
Petitioner,

x-----x
G.R. No. 253735

Present:

-versus-

LEONEN, J., Chairperson,
LOPEZ, M.,
*ROSARIO,**
LOPEZ, J., and
KHO, JR., JJ.

**PRESIDENTIAL COMMISSION
ON GOOD GOVERNMENT and
MID-PASIG LAND
DEVELOPMENT
CORPORATION,**
Respondents.

Promulgated:

OCT 10 2022



x-----x

DECISION

LEONEN, J.:

The law presumes that private transactions have been fair and regular, that the ordinary course of business has been followed, and that there is sufficient consideration for every contract.¹ Thus, the party challenging a

* Designated additional Member per Raffle dated September 27, 2022, on official leave.

¹ RULES OF COURT, Rule 131, secs. 3(p), (q), and (r) provide:

Section 3. Disputable presumptions. — The following presumptions are satisfactory if uncontradicted, but may be contradicted and overcome by other evidence:

(p) That private transactions have been fair and regular;
(q) That the ordinary course of business has been followed;
(r) That there was a sufficient consideration for a contract[.]



contract's validity bears the burden of overturning these presumptions and proving that intimidation occurred by clear and convincing evidence.² Mere allegations are not sufficient proof.³ The courts have no way of determining how a person is coerced or intimidated into signing a contract unless the details on how they are coerced are established.⁴

Seven⁵ Petitions were filed before this Court assailing nine Resolutions and one Decision of the Sandiganbayan.

The assailed Sandiganbayan Resolutions denied⁶ BLEMP Commercial of the Philippines, Inc.'s (BLEMP) Motion for Leave to Intervene⁷ and Ortigas & Company Limited Partnership's (Ortigas) Application for Injunction and Receivership; partially granted⁸ the Presidential Commission on Good Government's Motion for Summary Judgment; denied⁹ Ortigas's Motion for Summary Judgment; and granted¹⁰ Ortigas's Writ of Preliminary Injunction.

Moreover, the Sandiganbayan dismissed¹¹ Ortigas's Complaint for Annulment/Declaration of Nullity of Documents, Deeds, and Titles, and Recovery of Possession with Preliminary Injunction.

Ortigas is a domestic corporation engaged in real estate business.¹² It owns 180 hectares of land traversing Pasig City, San Juan City, Mandaluyong City, Rizal, and Quezon City.¹³ Part of this estate is a prime area in Pasig City, now bounded by Ortigas Avenue, Meralco Avenue, and Doña Julia Vargas Avenue.¹⁴

² *Lim v. San*, 481 Phil. 421 (2004) [Per J. Ynares-Santiago, First Division].

³ *Spouses Ramos v. Obispo*, 705 Phil. 221 (2013) [Per J. Villarama, Jr., First Division].

⁴ *Quintos v. Development Bank of the Philippines*, 766 Phil. 601 (2015) [Per J. Leonardo-De Castro, First Division].

⁵ G.R. Nos. 199031, 199053 & 199058, 204368 & 204373, 204604 & 204612, 214658, 221729, & 253735.

⁶ *Rollo* (G.R. No. 199031), pp. 63–85 and 104–129. The April 18, 2011 and August 26, 2011 Resolutions in Civil Case No. 0093 were penned by Associate Justice Efren N. De la Cruz and concurred in by Associate Justices Rodolfo A. Ponferrada and Rafael R. Lagos of the First Division, Sandiganbayan, Quezon City.

⁷ The pleading title is written as Motion for Leave to File/Submit (Herein Attached) Intervention.

⁸ *Rollo* (G.R. Nos. 204368 & 204373), pp. 61–103 and 105–123. The March 26, 2012 Partial Summary Judgment and September 10, 2012 Resolution were penned by Associate Justice Efren N. De La Cruz and concurred in by Associate Justices Rodolfo A. Ponferrada and Rafael R. Lagos of the First Division, Sandiganbayan, Quezon City.

⁹ *Rollo* (G.R. No. 214658), pp. 58–90 and 92–96. The April 25, 2014 and August 26, 2014 Resolutions were penned by Associate Justice Efren N. De la Cruz and concurred in by Associate Justices Rodolfo A. Ponferrada and Rafael R. Lagos of the First Division, Sandiganbayan, Quezon City.

¹⁰ *Rollo* (G.R. No. 221729), pp. 39–42 and 44–48. The July 20, 2015 and October 12, 2015 Resolutions were penned by Associate Justice Efren N. De La Cruz and concurred in by Associate Justices Rodolfo A. Ponferrada and Rafael R. Lagos of the First Division, Sandiganbayan, Quezon City.

¹¹ *Rollo* (G.R. No. 253735), pp. 105–165 and 166–171. The March 13, 2020 Decision and October 6, 2020 Resolution were penned by Associate Justice Efren N. Dela Cruz and concurred in by Associate Justices Geraldine Faith A. Econg and Edgardo M. Caldona of the First Division, Sandiganbayan, Quezon City.

¹² *Rollo* (G.R. Nos. 199053 & 199058), p. 74.

¹³ *Id.*

¹⁴ *Id.* at 75.

Ortigas claimed that, sometime in 1968, then President Ferdinand E. Marcos (Marcos) and his wife, Imelda (collectively, the Marcos Spouses), expressed their interest over the property.¹⁵ The Marcos Spouses summoned Atty. Francisco Ortigas, Jr. (Atty. Francisco), then president of Ortigas, and asked him to donate the property to them¹⁶ to be used: (1) for their residence; (2) as a museum for Marcos's memorabilia; and (3) for investment.¹⁷

When Ortigas's Board of Directors rejected the proposal, an allegedly "visibly angered" Marcos threatened to "use his vast powers to harass [Ortigas] and its officers" if they did not abide by his wishes.¹⁸ Out of fear, the Board acceded to Marcos's demands.¹⁹

A Deed of Conditional Sale²⁰ was then executed over a 16-hectare portion of the land, which would be sold by installment for a low price of ₱40.00 per square meter, or for a total amount of ₱6,400,000.00.²¹ It was executed in favor of Marcos's nominee, Maharlika Estate Corporation (Maharlika Estate).²²

In 1971, Maharlika Estate's rights and obligations in the Deed of Conditional Sale were transferred to Mid-Pasig Land Development Corporation (Mid-Pasig).²³ Ortigas claimed that Marcos owned and controlled both Maharlika Estate and Mid-Pasig through his dummies.²⁴

A final Deed of Sale was later executed over the property, and Transfer Certificate of Title No. 337158 was issued in favor of Mid-Pasig.²⁵

Subsequently, a Supplementary Agreement²⁶ was appended to the Deed of Sale with respect to an adjacent 2.4-hectare strip of land.²⁷ Ortigas alleged that the additional area was given to Marcos on the same pretext.²⁸ A Deed of Transfer for this lot was executed, and Transfer Certificate of Title No. 469702 was issued in favor of Mid-Pasig.²⁹

After the 1986 EDSA Revolution, which ousted Marcos from power, Jose Y. Campos (Campos), president at the time of Anchor Estate—

¹⁵ *Id.* at 75–76.

¹⁶ *Id.* at 76.

¹⁷ *Id.*

¹⁸ *Id.* at 76–77.

¹⁹ *Id.* at 77.

²⁰ *Id.* at 189–193.

²¹ *Id.* at 77 and 190.

²² *Id.* at 79.

²³ *Id.*

²⁴ *Id.* at 80.

²⁵ *Id.* at 79–80.

²⁶ *Id.* at 134–135.

²⁷ *Id.* at 80–81.

²⁸ *Id.* at 80–82.

²⁹ *Id.* at 82.

previously Maharlika Estate—and Mid-Pasig, voluntarily surrendered the titles and possession of properties held for Marcos to the government. These included the parcels of land covered by Transfer Certificates of Title Nos. 337158 and 469702.³⁰ The properties were then placed under the Presidential Commission on Good Government's control.³¹

Ortigas filed a Letter-Complaint before the Presidential Commission on Good Government, seeking to retrieve the properties. However, the Commission dismissed the request and explained that it had no jurisdiction to annul the contracts with Mid-Pasig.³² Ortigas appealed before the Office of the President, to no avail.³³

Subsequently, two Complaints³⁴ were filed, and later consolidated, before the Sandiganbayan with respect to the properties.

Ortigas filed the first Complaint in 1990, where it sought to annul the deeds and titles issued in favor of Mid-Pasig and to retrieve the properties.³⁵ It claimed that the sale was void because he sold the properties on account of Marcos's threats and intimidation.³⁶

Ricardo C. Silverio (Silverio), as the 30% shareholder and representative of Anchor Estate, filed the second Complaint in 1992.³⁷ Silverio claimed that Anchor Estate was the real owner of Ortigas's properties because it had already made full payments to Ortigas.³⁸ He further assailed the fraudulent transfer of Anchor Estate's ownership to Mid-Pasig, which he claimed was done without the approval of Anchor Estate's Board of Directors and stockholders.³⁹ Hence, Silverio claimed that the subsequent transfer of the properties to the Presidential Commission on Good Government was also void, and that the properties must be reconveyed to Anchor Estate.⁴⁰

Several Motions were then filed with respect to the consolidated cases, among them by BLEMP.

In its Motion for Leave to Intervene, BLEMP claimed ownership over the properties. It alleged that Mid-Pasig gave it the properties in 1971 and

³⁰ *Id.* at 83.

³¹ *Id.*

³² *Id.*

³³ *Id.* at 84.

³⁴ *Id.* at 72–89 and *rollo* (G.R. Nos. 204604 & 204612), pp. 223–234.

³⁵ *Rollo* (G.R. Nos. 199053 & 199058), pp. 85–87. The Complaint was docketed as Civil Case No. 0093.

³⁶ *Rollo* (G.R. Nos. 204368 & 204373), p. 62.

³⁷ *Rollo* (G.R. Nos. 204604 & 204612), pp. 223–234. The Complaint was docketed as Civil Case No. 0147.

³⁸ *Id.* at 224.

³⁹ *Id.* at 225.

⁴⁰ *Id.* at 228.

1975 through a Deed of Sale/Conveyance.⁴¹ Thus, Campos's surrender of the properties to the government in 1986 had no legal effect.⁴²

Meanwhile, Ortigas filed a Motion, praying that preliminary injunction be issued, after it had received news that the Presidential Commission on Good Government and Mid-Pasig were about to dispose of the properties.⁴³

In an April 20, 1990 Order,⁴⁴ the Sandiganbayan denied Ortigas's Motion for Injunction for being moot. It considered the Presidential Commission on Good Government's undertaking that it would not sell, transfer, or dispose of the properties in any way prejudicial to Ortigas.⁴⁵ The Sandiganbayan Order reads:

Considering the representation by the government represented by Asset Privatization Corporation and Presidential Commission on Good Government to the effect that in view of the petition filed by Ortigas and Company, they will not dispose of these properties in any way that will be prejudicial to the alleged rights of the plaintiff and considering further the information provided by the plaintiff that it has annotated a *lis pendens* on all the properties in question by reason of the filing of this case, by agreement of the parties, the consideration of the issuance of a writ of preliminary injunction originally prayed for in the complaint is now deemed moot.

SO ORDERED.⁴⁶

When Ortigas later learned that the Presidential Commission on Good Government and Mid-Pasig were negotiating to lease the properties or to create any interest over the properties,⁴⁷ it applied for injunction and receivership before the Sandiganbayan.⁴⁸ It claimed that the intended long-term leases would prejudice a subsequent judgment of reconveyance.⁴⁹

Ortigas also argued that the buildings and structures that would be built over the properties would frustrate any future judgment. By then, it would have to deal with the properties' occupants, as well as any irreversible changes and damage caused by the improvements.⁵⁰ It maintained that to protect its rights and interests, a court-appointed receiver must oversee the properties.⁵¹

⁴¹ *Rollo* (G.R. No. 199031), p. 79.

⁴² *Id.*

⁴³ *Rollo* (G.R. No. 221729), p. 75.

⁴⁴ *Id.* at 128. The April 20, 1990 Order was penned by Presiding Justice Francis E. Garchitorena, and Associate Justices Regino Hermosissima, Jr. and Cipriano A. Del Rosario of the First Division, Sandiganbayan, Quezon City.

⁴⁵ *Id.* at 7 and 128.

⁴⁶ *Id.* at 128.

⁴⁷ *Rollo* (G.R. Nos. 199053 & 199058), pp. 143-145.

⁴⁸ *Id.* at 142.

⁴⁹ *Id.* at 143.

⁵⁰ *Id.* at 143-144.

⁵¹ *Id.* at 144-145.

In its April 18, 2011 Resolution,⁵² the Sandiganbayan denied BLEMP's Motion for Leave to Intervene and Ortigas's Motion praying for preliminary injunction.⁵³ It disposed of the case as follows:

WHEREFORE, in light of all the foregoing, the Court resolves to:

1. DIRECT the PCGG to inform the Court of all existing and renewed leases on the properties;
2. DENY [Ortigas]'s Application for Injunction and Receivership, dated October 31, 2007;
3. DENY Ferdinand R. Marcos, Jr.'s Motion for Reconsideration of the Court's Order, dated October 31, 2008; and
4. DENY [BLEMP]'s Motion for Leave to File/Submit (herein attached) Intervention, dated June 8, 2010.

SO ORDERED.⁵⁴

The Sandiganbayan held that none of the requisites for the writ's issuance were present in Ortigas's case, as its ownership claim was still under dispute⁵⁵ and the lease contract would not impair its right to the properties.⁵⁶ Granting the writ of injunction, said the Sandiganbayan, would result in income-opportunity loss and property deterioration.⁵⁷ It held that the notice of *lis pendens* on the titles sufficiently protected Ortigas's interest, as it served as a warning to those who would enter into lease agreements.⁵⁸

Moreover, the Sandiganbayan denied the appointment of a receiver after finding no imminent danger or loss to Ortigas because of the lease agreements.⁵⁹ It further explained that the appointment of a receiver would transgress on the government's exercise of ownership over the properties.⁶⁰

Further, the Sandiganbayan held that BLEMP's interest in the case was not direct and immediate, because its claim of ownership was still in dispute.⁶¹ Allowing BLEMP to join the case would only entangle the issues in the original Complaints and further complicate the proceedings.⁶² The Sandiganbayan reasoned that the Complaints assailed the sale of the properties

⁵² *Rollo* (G.R. No. 199031), pp. 63–85.

⁵³ *Id.* at 70–85.

⁵⁴ *Id.* at 63–85.

⁵⁵ *Id.* at 70.

⁵⁶ *Id.* at 71.

⁵⁷ *Id.*

⁵⁸ *Id.*

⁵⁹ *Id.* at 72.

⁶⁰ *Id.*

⁶¹ *Id.* at 83.

⁶² *Id.* at 84.

to Maharlika Estate and the final resolution of this issue would not directly affect BLEMP's claims.⁶³

Ortigas and BLEMP then moved for reconsideration of the Resolution, but the Motions were denied.⁶⁴

Meanwhile, the Presidential Commission on Good Government and Mid-Pasig filed a Motion for Summary Judgment, seeking the dismissal of the cases.⁶⁵ They averred that Ortigas and Silverio admitted the validity of the sale in their pleadings, particularly in the attached letters sent by Atty. Francisco to the Marcos Spouses, his 1986 Affidavit, and Campos's deposition.⁶⁶ The letters, they argued, evinced a good relationship between Marcos and Atty. Francisco and the latter's free assent to sell the properties.⁶⁷ Moreover, they said that the sale of the properties was made for a sufficient and valid consideration.⁶⁸

In a Partial Summary Judgment⁶⁹ promulgated on March 26, 2012, the Sandiganbayan granted the Motion as to Silverio's Complaint and dismissed his case, but denied the Commission and Mid-Pasig's Motion as to Ortigas's Complaint and ordered the reception of Ortigas's evidence.⁷⁰ It disposed as follows:

WHEREFORE, in light of all the foregoing the Motion for Summary Judgment, dated March 20, 1996, of defendants-movants' PCGG, Mid-Pasig and Anchor Estate Corp. is hereby PARTIALLY GRANTED, as follows:

1. In Civil Case No. 0093, the motion for summary judgment is DENIED. Accordingly, let the reception of plaintiff [Ortigas]'s evidence be set on May 23, 2012, at 8:30 in the morning;
2. In Civil Case No. 0147, the motion for summary judgment is GRANTED. Accordingly, the Complaint, dated January 18, 1993, filed by plaintiffs Ricardo C. Silverio and Anchor Estate Corp. (as represented by Silverio) is hereby DISMISSED.

SO ORDERED.⁷¹

The Sandiganbayan held that a summary judgment was not justified as to Ortigas's Complaint. It reasoned that the admissions and stipulations, as

⁶³ *Id.*

⁶⁴ *Id.* at 104–129.

⁶⁵ *Rollo* (G.R. Nos. 204368 & 204373), p. 81.

⁶⁶ *Id.* at 81–82.

⁶⁷ *Id.* at 85–86.

⁶⁸ *Id.* at 86.

⁶⁹ *Id.* at 61–103.

⁷⁰ *Id.* at 103.

⁷¹ *Id.*

well as other documents on record, did not conclusively show that Ortigas's consent was not vitiated.⁷² Hence, to resolve these issues, a full-blown trial must be conducted.⁷³

The Sandiganbayan further held that a trial could not be denied based on Marcos's death, considering that the Presidential Commission on Good Government and Mid-Pasig themselves presented evidence to establish the absence of threat and intimidation in the sale.⁷⁴ Given that the additional evidence was necessary to resolve the case, a summary judgment was not warranted in Ortigas's Complaint.⁷⁵

However, as to Silverio's case, the Sandiganbayan found that the submitted evidence has rendered a trial on the merits unnecessary.⁷⁶ It ruled that Silverio did not beneficially own 30% of Anchor Estate's share because he only held them on Marcos's behalf, as shown by how Silverio endorsed several stocks certificates in favor of Marcos, which Silverio never denied.⁷⁷

The Sandiganbayan noted that according to Rolando Gapud (Gapud), Silverio endorsed several stock certificates of corporation which were listed as owned by Marcos, including a deed of trust covering 500 shares in Anchor Estate under Silverio's name, which he endorsed in blank.⁷⁸ The Sandiganbayan held that this was consistent with Campos's statement that when corporations were organized on Marcos's behalf, he would require business associates to execute a blank deed of trust or assignment.⁷⁹ Even if Silverio did own 30% of Anchor Estate, the Sandiganbayan ruled that his claim was barred by laches when Anchor Estate transferred its rights to Mid-Pasig in 1971, after which Silverio had never acted on his claims.⁸⁰

Silverio, the Presidential Commission of Good Government, and Mid-Pasig moved for reconsideration, but their Motions were denied.⁸¹

On June 6, 2013, Ortigas filed a Request for Admission before the Sandiganbayan, praying that certain facts be admitted in evidence. In turn, the Presidential Commission on Good Government and Mid-Pasig filed an Answer, admitting the existence of Atty. Francisco's Affidavit and the filing of criminal complaints against Imelda.⁸² The Sandiganbayan admitted the following facts, among others:

⁷² *Id.* at 91.

⁷³ *Id.* at 93–96.

⁷⁴ *Id.* at 97.

⁷⁵ *Id.* at 98.

⁷⁶ *Id.* at 100.

⁷⁷ *Id.*

⁷⁸ *Id.* at 95.

⁷⁹ *Id.*

⁸⁰ *Id.* at 102.

⁸¹ *Id.* at 105.

⁸² *Rollo* (G.R. No. 214658), pp. 58 and 60.

d. The due execution of the Complaint dated July 30, 1991 entitled “Republic of the Philippines v. Imelda Romualdez Ma[r]cos” (“First Complaint”) and that the said Complaint is the complaint executed and filed by the Office of the Solicitor General (“OSG”) representing the Republic of the Philippines, against Imelda Romualdez Marcos with the Office of the Ombudsman which was docketed as CPL-91-1731 (attached to the First Complaint as Annex A-9 was the Affidavit executed by Francisco Ortigas, Jr. dated January 19, 1987 [“Francisco Affidavit”], which was the basis of the First Complaint);

....

f. The due execution of the Complaint dated July 30, 1991 entitled “Republic of the Philippines v. Imelda Romualdez Marcos” (“Second Complaint”) executed and filed by the OSG, representing the Republic of the Philippines, against Imelda Romualdez Marcos with the Office of the Ombudsman which was docketed as CPL-91-1730 (attached to the Second Complaint as Annex A-9 was the Francisco Affidavit, which was the basis of the Second Complaint.⁸³

Meanwhile, Ortigas filed a Motion for Summary Judgment before the Sandiganbayan with respect to its Complaint.⁸⁴ It averred that by admitting the due execution of criminal complaints to which Atty. Francisco’s Affidavit was attached, the Presidential Commission on Good Government and Mid-Pasig admitted all allegations in the Affidavit. Particularly, Atty. Francisco’s Affidavit stated that Marcos acquired the properties through intimidation and undue influence.⁸⁵

In its April 25, 2014 Resolution,⁸⁶ the Sandiganbayan denied Ortigas’s Motion for Summary Judgment.⁸⁷ Citing its March 26, 2012 Partial Summary Judgment that denied the Presidential Commission on Good Government’s Motion for Summary Judgment, the Sandiganbayan explained that it had already determined it necessary to have a full-blown trial to resolve the parties’ conflicting claims.⁸⁸

The Sandiganbayan also drew attention to the Commission’s reservation in its Answer to Ortigas’s Request for Admission, where it only admitted the existence of Atty. Francisco’s Affidavit and the filing of the criminal complaints, but did not acknowledge the Affidavit’s authenticity or the allegation of threat and intimidation against Ortigas.⁸⁹ Further, the Sandiganbayan held that the Affidavit was a private document, which must

⁸³ *Id.* at 59.

⁸⁴ *Id.* at 453–475.

⁸⁵ *Id.* at 58–59.

⁸⁶ *Id.* at 58–90. The Resolution was penned by Associate Justice Efren N. De la Cruz and concurred in by Associate Justices Rodolfo A. Ponferrada and Rafael R. Lagos of the First Division, Sandiganbayan, Quezon City.

⁸⁷ *Id.* at 90.

⁸⁸ *Id.* at 83.

⁸⁹ *Id.* at 87.

first be identified and proved, and its affiant subjected to cross-examination.⁹⁰ Ortigas moved for reconsideration, to no avail.⁹¹

In 2015, Ortigas filed an Urgent Motion to Hold the Sale of the Subject Properties in Abeyance after learning that the properties had been offered for bidding.⁹² It contended that the Presidential Commission on Good Government's attempt to sell the properties was illegal because it was done without prior court approval and proof that the sale was necessary to preserve the properties.⁹³

In a July 20, 2015 Resolution,⁹⁴ the Sandiganbayan granted Ortigas's Motion, prohibiting the Commission and Mid-Pasig from disposing of the properties.⁹⁵ A portion of its Resolution reads:

The Court notes the parties' respective positions and is also not unaware that based on the schedule of bidding activities prepared by the PCGG and Privatization Council, the opening of the submitted bids already took place on July 14, 2015. In view thereof, the relief sought for by [Ortigas] has become moot and academic. Be that as it may, the Court finds appropriate to cite the Court's Order, dated April 20, 1990, if only to ensure that the actions taken and those to be initiated by both parties with respect to the subject properties are also in accordance therewith. Thus the said Order reads:

Considering the representation by the government represented by Asset Privatization Corporation and Presidential Commission on Good Government to the effect that in view of the petition filed by Ortigas and Company, they will not dispose of these properties in anyway that will be prejudicial to the alleged rights of [Ortigas] and considering further the information provided by the plaintiff that it has annotated a *lis pendens* on all the properties in question by reason of the filing of this case, by agreement of the parties, the consideration of the issuance of a writ of preliminary injunction originally prayed for in the complaint is now deemed moot.

Also, in its Resolution, promulgated on April 18, 2011, the Court, mindful of the existence of the directive, and while cognizant that the Republic is the owner of the subject properties and, therefore, "it is entitled to exercise its right of ownership over said properties, including the right to enter into a lease agreement or agreements," it was made clear in that Resolution that such right is subject to "to the limitations set forth by the Court in its April 20, 1990 order that the PCGG shall not dispose, sell, or transfer the properties to third parties pending litigation of this case." Thus,

⁹⁰ *Id.* at 89.

⁹¹ *Id.* at 92-96.

⁹² *Rollo* (G.R. No. 221729), p. 9.

⁹³ *Id.* at 242-244.

⁹⁴ *Id.* at 39-42. The Resolution was penned by Associate Justice Efren N. De La Cruz and concurred in by Associate Justices Rodolfo A. Ponferrada and Rafael R. Lagos of the First Division, Sandiganbayan, Quezon City.

⁹⁵ *Id.* at 41-42.

the Court is of the view that at this point in time and under the circumstances, to abide by the said Order of April 20, 1990 is demonstrably congruent with law and justice.

WHEREFORE, in light of all the foregoing, the Court hereby resolves to DIRECT the PCGG to comply with the Court's Resolution, dated April 18, 2011, as well as its Order, dated April 20, 1990, and to SEEK approval from the Court before doing any action which is inconsistent with the tenor of the said directives.

SO ORDERED.⁹⁶

Consequently, the Presidential Commission on Good Government declared a failure of public bidding because no bid was submitted.⁹⁷ It and Mid-Pasig moved for reconsideration of the Sandiganbayan Resolution, but their Motion was denied on October 12, 2015.⁹⁸

In a March 13, 2020 Decision,⁹⁹ the Sandiganbayan dismissed Ortigas's main Complaint for Annulment/Declaration of Nullity of Documents, Deeds, and Titles, and Recovery of Possession with Preliminary Injunction.

The Sandiganbayan found that Ortigas's evidence was insufficient to annul the contracts with Marcos.¹⁰⁰ Ortigas mainly relied on the testimony of Atty. Ignacio Ortigas (Atty. Ignacio), who claimed that his uncle, Atty. Francisco, confided in him about Marcos's threats to obtain the properties.¹⁰¹ This, the Sandiganbayan did not give evidentiary weight, since Atty. Ignacio was not part of the Board of Directors at the time and had no participation in the sale of the first property. The Sandiganbayan deemed his remarks about his uncle as mere observations.¹⁰²

The Sandiganbayan also said that while Atty. Ignacio was a member of the Board of Directors when the second property was sold, his assertion of threat and intimidation still did not suffice. No documents, letters, or correspondence proving that Marcos expressly or impliedly threatened Ortigas was shown, nor was there evidence that Ortigas's general partners were not amenable to the terms of the sale.¹⁰³

The Sandiganbayan instead upheld the Deeds evidencing the sale as regular and valid on their faces, which Ortigas failed to refute.¹⁰⁴ It also held

⁹⁶ *Id.*

⁹⁷ *Id.* at 10.

⁹⁸ *Id.* at 11.

⁹⁹ *Rollo* (G.R. No. 253735), pp. 105–164. The Decision was penned by Associate Justice Efren N. Dela Cruz and concurred in by Associate Justices Geraldine Faith A. Econg and Edgardo M. Caldona of the First Division, Sandiganbayan, Quezon City.

¹⁰⁰ *Id.* at 148.

¹⁰¹ *Id.*

¹⁰² *Id.* at 149.

¹⁰³ *Id.*

¹⁰⁴ *Id.* at 150–151.

that Atty. Francisco's several letters to Mid-Pasig and Marcos years after the sale proved that he did acknowledge the sale.¹⁰⁵

The Sandiganbayan also found that Ortigas's Board of Directors had room to negotiate a sale,¹⁰⁶ negating claims of intimidation.¹⁰⁷ Moreover, it ruled that there could be no adoptive admission on the Presidential Commission on Good Government's part as to Atty. Francisco's Affidavit when it was attached to the criminal complaints against Imelda. The Sandiganbayan explained that these criminal cases were distinct from the civil case before it. It further reasoned that it was not entirely possible for the Office of the Solicitor General to take an adverse position against it, and that the Presidential Commission on Good Government was separate from the Office of the Solicitor General.¹⁰⁸ Lastly, that the price was relatively low did not invalidate the contract absent proof of defect in the consent.¹⁰⁹

Ortigas moved for reconsideration, to no avail.¹¹⁰

Seven Petitions were filed before this Court assailing the Sandiganbayan's Resolutions with respect to the properties. These Petitions were later consolidated.

The first Petition was filed by BLEMP in November 2011, docketed as G.R. No. 199031. Ortigas¹¹¹ and Silverio filed Comments to BLEMP's Petition.¹¹²

In its Petition for Certiorari,¹¹³ BLEMP argues that the Sandiganbayan gravely abused its discretion in denying its Motion for Leave to Intervene because it has a legal interest in the cases. It asserts that it owns the properties as evidenced by the duly notarized Deeds of Absolute Sale and Deed of Confirmation of Conveyance in favor of its predecessors-in-interest, Estrellita D. Marinas (Marinas) and Benedicto L. Parchamento (Parchamento). The documents, being notarized, are presumed to be valid.¹¹⁴

BLEMP submits that its ownership is further supported by its possession of the Owner's Duplicate Certificates of Title, which were turned over by Mid-Pasig to Marinas and Parchamento. That these titles are in its

¹⁰⁵ *Id.* at 151–159.

¹⁰⁶ *Id.* at 161–162.

¹⁰⁷ *Id.*

¹⁰⁸ *Id.* at 162.

¹⁰⁹ *Id.* at 163.

¹¹⁰ *Id.* at 166–171. The October 6, 2020 Resolution was penned by Associate Justice Efren N. Dela Cruz and concurred in by Associate Justices Geraldine Faith A. Econg and Edgardo M. Caldona of the First Division, Sandiganbayan, Quezon City.

¹¹¹ *Rollo* (G.R. No. 199031), pp. 290–304.

¹¹² *Rollo* (G.R. Nos. 199053 & 199058), pp. 342–357.

¹¹³ *Rollo* (G.R. No. 199031), pp. 3–31.

¹¹⁴ *Id.* at 14–15.

possession is proof that Mid-Pasig sold the properties to them.¹¹⁵ As an innocent purchaser of the properties, it can rely on the validity and correctness of the titles issued in Mid-Pasig's name.¹¹⁶

BLEMP contends that the grant of relief to either Ortigas or the Presidential Commission on Good Government will jeopardize its claim of ownership over the properties.¹¹⁷ There is no other viable proceeding where it can fully protect and defend its interests.¹¹⁸ Considering that its cause of action is entangled with the cases, even if it filed a separate complaint, the ruling in the cases of Ortigas and the Commission will affect its interests. This may result to contradictory rulings.¹¹⁹

BLEMP further argues that the lack of registration of the titles in its name does not dissolve its interest over the properties, because registration only confirms ownership.¹²⁰ It claims that its intervention will not delay and complicate the cases because the Sandiganbayan can resolve its claims after settling Ortigas's and the Commission's Petitions.¹²¹ It also points out that the cases have not proceeded to trial and no evidence was formally introduced yet.¹²² In any case, BLEMP points out that the Sandiganbayan's concerns are not grounds to disallow intervention.¹²³

Further, BLEMP argues that the ruling that purportedly nullified its Duplicate Certificates of Titles is void because the trial court that issued the decision did not acquire jurisdiction over the cases.¹²⁴ It further maintains that the Sandiganbayan has exclusive jurisdiction over its claims because the properties involved are allegedly ill-gotten wealth.¹²⁵ It does not have a remedy in another court.¹²⁶

Moreover, BLEMP asserts that the determination of the validity of sale by Ortigas to Mid-Pasig will not require consideration of how it acquired ownership of the properties.¹²⁷ Nevertheless, if Ortigas's claim is proven, BLEMP's claim of ownership will be put in question.¹²⁸ BLEMP likewise emphasizes that its interest in the properties is not contingent on the possible outcome of the cases because its claim of ownership is based on Mid-Pasig's sale of the properties to it.¹²⁹

¹¹⁵ *Id.* at 17.

¹¹⁶ *Id.* at 18.

¹¹⁷ *Id.* at 14.

¹¹⁸ *Id.* at 19.

¹¹⁹ *Id.* at 20.

¹²⁰ *Id.* at 21.

¹²¹ *Id.* at 23–24.

¹²² *Id.* at 25.

¹²³ *Id.* at 23.

¹²⁴ *Id.* at 508.

¹²⁵ *Id.* at 513–514.

¹²⁶ *Id.* at 514.

¹²⁷ *Id.* at 518.

¹²⁸ *Id.*

¹²⁹ *Id.* at 510–512.

On the other hand, Ortigas argues that BLEMP has no direct and immediate interest to intervene. For one, the Deed of Confirmation of Conveyance, through which BLEMP claims ownership, was not executed by BLEMP but by Marinas and Parchamento in their personal capacities.¹³⁰ At best, BLEMP's interest is only collateral since its stake depends on the validity of the sale between Ortigas and Mid-Pasig.¹³¹

Ortigas also points out that the Duplicate Owner's Copy of the Transfer Certificate of Title, on which BLEMP anchors its ownership claim,¹³² has been declared void and replaced.¹³³

Further, Ortigas asserts that BLEMP's intervention will only unduly delay or prejudice the adjudication of rights of the original parties.¹³⁴ Allowing BLEMP to intervene will unnecessarily "enlarge the issues in the original action and expand the scope of the remedies."¹³⁵

The Presidential Commission on Good Government likewise opposes BLEMP's intervention, arguing that it has no legal interest that will be affected by a subsequent judgment in the cases.¹³⁶ The Commission stresses that BLEMP's claim is unavailing since it was only incorporated in 2009, long after the Deeds of Absolute Sale had been executed in the 70s.¹³⁷

The Commission adds that BLEMP has no lawful claim as the titles over the properties were registered in Mid-Pasig's name, and it allowed more than 30 years to pass without transferring the titles to its name. BLEMP's claim must now be barred by prescription, it points out.¹³⁸

Further, the Commission argues that Mid-Pasig has valid and unencumbered titles over the properties, which are indefeasible. It notes that BLEMP did not oppose when a notice of *lis pendens* was annotated on the titles.¹³⁹ In any case, it says that BLEMP can protect its interest by instituting a case in a separate proceeding against the Commission and Mid-Pasig without affecting the resolution of these cases.¹⁴⁰

¹³⁰ *Id.* at 565.

¹³¹ *Id.* at 566.

¹³² *Id.*

¹³³ *Id.*

¹³⁴ *Id.* at 568.

¹³⁵ *Id.* at 569.

¹³⁶ *Id.* at 608.

¹³⁷ *Id.* at 610–611.

¹³⁸ *Id.* at 613–615.

¹³⁹ *Id.* at 616.

¹⁴⁰ *Id.* at 617–620.

Lastly, the Commission argues that BLEMP's intervention is not justified as the consolidated cases before the Sandiganbayan are already in the advanced stage of proceedings.¹⁴¹

Meanwhile, Silverio argues that the Sandiganbayan did not gravely abuse its discretion when it denied BLEMP's Motion for Leave to Intervene.¹⁴² He submits that BLEMP's intervention is unwarranted because its claim over the properties is contingent on prior claims over the properties.¹⁴³

Shortly after, Ortigas filed the second Petition for Certiorari, docketed as G.R. Nos. 199053 and 199058,¹⁴⁴ assailing the denial of its application for injunction and receivership. The Presidential Commission on Good Government filed a Consolidated Comment to the Petitions.¹⁴⁵ BLEMP filed a Consolidated Reply.¹⁴⁶ Subsequently, the Commission, Ortigas, and Silverio submitted their respective Memoranda.¹⁴⁷

In this second Petition,¹⁴⁸ Ortigas assails the denial of its application for injunction and receivership. It argues that the lease agreements entered into by the Commission are prejudicial to its rights as owner;¹⁴⁹ should a favorable judgment be rendered, it will be burdened by lease contracts with third parties and the permanent alteration of the properties.¹⁵⁰ The notice of *lis pendens* is insufficient to protect Ortigas's rights over the properties because the lessees will definitely ignore the subsequent judgment in its favor.¹⁵¹

Ortigas further argues that the Sandiganbayan gravely abused its discretion in allowing the government to lease the properties.¹⁵² It asserts that the usual rules on ownership pending litigation are not applicable here, as this controversy involves public interest.¹⁵³ Moreover, Ortigas contends that the properties should have been placed under receivership in lieu of injunction.¹⁵⁴

The Presidential Commission on Good Government counters that Ortigas has no clear legal right to preclude it from entering into lease contracts over the properties,¹⁵⁵ since the properties had already been surrendered to it

¹⁴¹ *Id.* at 620–622.

¹⁴² *Rollo* (G.R. Nos. 199053 & 199058), p. 887.

¹⁴³ *Id.* at 890–891.

¹⁴⁴ *Id.* at 3–18.

¹⁴⁵ *Rollo* (G.R. No. 199031), pp. 398–429.

¹⁴⁶ *Id.* at 497–524.

¹⁴⁷ *Id.* at 562–575, 590–623; *rollo* (G.R. Nos. 199053 & 199058), pp. 882–901.

¹⁴⁸ *Rollo* (G.R. Nos. 199053 & 199058), pp. 3–18.

¹⁴⁹ *Id.* at 8.

¹⁵⁰ *Id.* at 9.

¹⁵¹ *Id.* at 13–14.

¹⁵² *Id.* at 10.

¹⁵³ *Id.*

¹⁵⁴ *Id.* at 12.

¹⁵⁵ *Id.* at 599.

as part of Marcos's ill-gotten wealth.¹⁵⁶ Moreover, Ortigas allegedly failed to prove that the properties are in danger of being lost, removed, dissipated, or materially injured.¹⁵⁷ The Commission points out that the lessee's structures on the properties even increased the value of the land, which would redound to Ortigas's benefit should it prove its ownership claim.¹⁵⁸

Also, the Sandiganbayan has already allegedly recognized the contracts of lease when it directed the Commission to inform the court of all existing and renewed leases on the properties, with which the Commission complied.¹⁵⁹

Later, the Presidential Commission on Good Government and Mid-Pasig filed another Petition for Certiorari,¹⁶⁰ docketed as G.R. No. 221729.¹⁶¹ The Sandiganbayan filed its Comment,¹⁶² to which the Commission and Mid-Pasig filed their Reply.¹⁶³

In this Petition, the Commission and Mid-Pasig assail the Sandiganbayan rulings prohibiting them from disposing of the properties. Citing *City of Pasig v. Republic*,¹⁶⁴ they maintain that the government owns the two properties after Campos's voluntary surrender of all properties under his custody.¹⁶⁵ They contend that *Bataan Shipyard & Engineering Company, Inc v. Presidential Commission on Good Government*¹⁶⁶ and *Republic v. Sandiganbayan*¹⁶⁷ are not applicable because the properties here were not merely sequestered, frozen, or provisionally taken over, but are owned by the Republic.¹⁶⁸

They further argue that the Commission is not bound by its previous pronouncement that it would not dispose of the properties. They first point out that the government cannot be estopped by the acts of its agents. They say that the Commission made the pronouncement to expedite the resolution of the controversy, which however only reached pre-trial 25 years later, resulting in huge losses for the government. Thus, the Commission, they say, may not be faulted for withdrawing from its undertaking.¹⁶⁹ Allegedly, the Sandiganbayan rulings amount to a preliminary injunction in favor of Ortigas despite it lacking the right to the relief.¹⁷⁰

¹⁵⁶ *Id.* at 601.

¹⁵⁷ *Id.* at 606.

¹⁵⁸ *Id.* at 604.

¹⁵⁹ *Id.* at 605.

¹⁶⁰ *Rollo* (G.R. No. 221729), pp. 3-27.

¹⁶¹ *Id.* at 39-42.

¹⁶² *Id.* at 286-305.

¹⁶³ *Id.* at 328-342.

¹⁶⁴ 671 Phil. 791 (2011) [Per J. Carpio, Second Division].

¹⁶⁵ *Rollo* (G.R. No. 221729), p. 14.

¹⁶⁶ 234 Phil. 180 (1987) [Per J. Narvasa, En Banc].

¹⁶⁷ 307 Phil. 254 (1994) [Per J. Mendoza, Second Division].

¹⁶⁸ *Rollo* (G.R. No. 221729), p. 17.

¹⁶⁹ *Id.* at 20-21.

¹⁷⁰ *Id.* at 21.

In its Comment,¹⁷¹ Ortigas argues that the Commission and Mid-Pasig cannot exercise acts of ownership over the properties because the Commission is only a conservator. It cites the two cases, *Bataan Shipyard* and *Republic v. Sandiganbayan*, which teach that the Commission can only act as an administrator and not owner of properties, and the Sandiganbayan must first approve the sale of properties being administered after it is proven that the sale is necessary for preservation.¹⁷²

Ortigas stresses that the titles to the two lots are in the name of Mid-Pasig,¹⁷³ not the government, which means the Commission has no absolute authority to sell the properties.¹⁷⁴ It discusses *City of Pasig*, which, it points out, only states that the Republic is the presumptive owner of the properties for purposes of taxation.¹⁷⁵

Ortigas maintains that the Commission is estopped by its previous undertaking,¹⁷⁶ including its admission that it does not own the properties and that it cannot sell them without the Sandiganbayan's prior approval.¹⁷⁷ Ortigas avers that the exception from the rule of estoppel only applies to irregular acts of State agents, unlike here.¹⁷⁸

Further, Ortigas asserts that the Commission and Mid-Pasig have no basis to sell the properties;¹⁷⁹ their evidence of huge losses in a document entitled "Estimated Receivables" was not admitted by the Sandiganbayan, which found that the document does not prove that the government would be prejudiced by retaining the properties.¹⁸⁰

In its Reply,¹⁸¹ the Commission and Mid-Pasig reiterate that they can dispose of the properties as the rightful owner of the lots.¹⁸² They add that Ortigas's interpretation of *City of Pasig* is flawed because in that case, the Court ruled on the issue of ownership and that while the properties are subject to third-party claims, it does not make the government less of an owner.¹⁸³

They add that Ortigas did not refute that its rights over the properties, if any, are sufficiently protected even if the lots are sold.¹⁸⁴ They maintain

¹⁷¹ *Id.* at 286–305.

¹⁷² *Id.* at 292–293.

¹⁷³ *Id.* at 295.

¹⁷⁴ *Id.* at 294.

¹⁷⁵ *Id.* at 295.

¹⁷⁶ *Id.* at 296.

¹⁷⁷ *Id.*

¹⁷⁸ *Id.* at 298.

¹⁷⁹ *Id.* at 299.

¹⁸⁰ *Id.* at 299–300.

¹⁸¹ *Id.* at 328–342.

¹⁸² *Id.* at 330.

¹⁸³ *Id.* at 332.

¹⁸⁴ *Id.* at 333.

that Ortigas is deemed to have admitted the Estimated Receivables, a public document, in evidence when it failed to question its admissibility before the Sandiganbayan.¹⁸⁵

The Commission and Mid-Pasig also filed a separate Petition for Certiorari,¹⁸⁶ docketed as G.R. Nos. 204368 and 204373. They claim that the Sandiganbayan gravely abused its discretion when it denied their Motion for Summary Judgment with respect to Ortigas's Complaint.

Meanwhile, Silverio filed a Petition for Review on Certiorari¹⁸⁷ against the Commission, Mid-Pasig, and Ortigas, docketed as G.R. Nos. 204604 and 204612. He assails the grant of the Presidential Commission on Good Government's Motion for Summary Judgment with respect to his Complaint. Ortigas later filed its Comment.¹⁸⁸

The parties later filed Memoranda covering the two new Petitions.¹⁸⁹ Meanwhile, Silverio filed a Consolidated Reply to the two latest Petitions.¹⁹⁰

Subsequently, Ortigas filed another Petition for Certiorari,¹⁹¹ docketed as G.R. No. 214658. It assails the denial of its Motion for Summary Judgment with respect to its Complaint. Ortigas¹⁹² and the Commission and Mid-Pasig¹⁹³ later filed their respective Memoranda.

These three Petitions assail the Sandiganbayan Resolutions as to the Motions for Summary Judgment.

In its Petition, the Commission claims that the Sandiganbayan gravely abused its discretion when it denied the Motion for Summary Judgment with respect to Ortigas's Complaint.¹⁹⁴ It maintains that the evidence—including Atty. Francisco's letters and Campos's Affidavits and depositions—sufficiently debunked Ortigas's claim of intimidation.¹⁹⁵ Atty. Francisco, in his letters, repeatedly used the words, “your land,” “the land you bought,” and “progress made in our area,” which affirmed the Marcoses' ownership over the land.¹⁹⁶ He also sent several updates to the Marcoses over the development

¹⁸⁵ *Id.* at 336–337.

¹⁸⁶ *Rollo* (G.R. Nos. 204368 & 204373), pp. 11–52.

¹⁸⁷ *Rollo* (G.R. Nos. 204604 & 204612), pp. 74–100.

¹⁸⁸ *Rollo* (G.R. Nos. 204368 & 204373), pp. 673–693.

¹⁸⁹ *Id.* at 896–924; *rollo* (G.R. No. 199031), pp. 856–909.

¹⁹⁰ *Rollo* (G.R. Nos. 204604 & 204612), pp. 962–974.

¹⁹¹ *Rollo* (G.R. No. 214658), pp. 3–48.

¹⁹² *Rollo* (G.R. No. 199031), pp. 979–1028.

¹⁹³ *Id.* at 1033–1060.

¹⁹⁴ *Rollo* (G.R. Nos. 204368 & 204373), pp. 27 and 941.

¹⁹⁵ *Id.* at 945, 948–949.

¹⁹⁶ *Id.*

of the area.¹⁹⁷ His letters, as well as Campos's deposition, also showed his close relationship with the Marcoses.¹⁹⁸

The Commission also questions the Sandiganbayan's ruling that it was premature to rule on the admissibility of documents and testimonies, as this issue is precisely what is material in resolving a motion for summary judgment. It also points out that the Sandiganbayan even considered these pieces of evidence in granting the Motion for Summary Judgment against Silverio's Complaint.¹⁹⁹

On the other hand, Ortigas submits that the Commission and Mid-Pasig's Petition has become moot when they admitted before the Sandiganbayan that Ortigas's consent was vitiated due to Marcos's intimidation.²⁰⁰ In Atty. Francisco's Affidavit in a separate criminal case, he stated that Marcos and his wife compelled him to sell the properties under threats of dire repercussions.²⁰¹

Ortigas argues that the selling price of the properties is unconscionable and that the Commission and Mid-Pasig cannot rely on comparative sales of land within the vicinity.²⁰² It asserts that other factors should be considered to determine the competitiveness and reasonability of the selling price, which may be done only in a full-blown trial.²⁰³

Ortigas also contends that the Commission and Mid-Pasig have not shown that the Sandiganbayan gravely abused its discretion in issuing the Partial Summary Judgment that denied the Commission and Mid-Pasig's Motion for Summary Judgment.²⁰⁴ Ortigas notes that the evidence raised genuine issues which require a full-blown trial.²⁰⁵

In his Petition,²⁰⁶ Silverio assails the Partial Summary Judgment dismissing his Complaint.²⁰⁷ He questions the Sandiganbayan's finding that he did not oppose the Motion for Summary Judgment, claiming that he actually filed an Opposition dated January 15, 2011.²⁰⁸ In it, he explains that he has provided Anchor Estate's Amended Articles of Incorporation showing that he owned 30% of the corporation's shares.²⁰⁹ He adds that he has not presented his stock certificates because he has not fully paid the subscription

¹⁹⁷ *Id.* at 949.

¹⁹⁸ *Id.* at 949-953.

¹⁹⁹ *Id.* at 953.

²⁰⁰ *Id.* at 901.

²⁰¹ *Id.* at 901-907.

²⁰² *Id.* at 912.

²⁰³ *Id.*

²⁰⁴ *Id.* at 908-909.

²⁰⁵ *Id.* at 909.

²⁰⁶ *Rollo* (G.R. Nos. 204604 & 204612). pp. 74-100

²⁰⁷ *Id.* at 87.

²⁰⁸ *Id.* at 88.

²⁰⁹ *Id.* at 88-89.

price yet, there being no call from the Board of Directors for payment.²¹⁰ He points out that he has established his ownership over the shares in several pleadings before the Sandiganbayan.²¹¹ He maintains that his Complaint cannot be disposed of through a summary judgment because he has presented genuine issues.²¹²

Silverio also contends that the Sandiganbayan erred in relying on the depositions of Campos and Gapud, given that they have not been offered or admitted into evidence.²¹³ Campos's testimony, in particular, is questionable because it was part of his deal with the government.²¹⁴ In any event, Campos merely assumed that Marcos had control of Anchor Estate, but control does not preclude Silverio's ownership over Anchor Estate's 30% shares.²¹⁵

Further, Silverio points out that his shares in Anchor Estate were never included in the ill-gotten wealth sequestered by the Commission, which likewise admitted that Silverio was a "nominee" and a "subscriber" of Anchor Estate. He says that these are implicit admissions that the shares belonged to him and not to Marcos.²¹⁶

Lastly, Silverio refutes that his Complaint has been barred by laches.²¹⁷ He cites the Sandiganbayan, which, in ruling over Motions to Dismiss against his Complaint, said that it could not rule yet on the issue of laches because its factual basis was still in dispute.²¹⁸ Silverio points out how the Sandiganbayan later changed tune and said that laches barred him for failing to protect his rights 21 years after the transfer of Anchor Estate's rights to Mid-Pasig.²¹⁹ In his defense, Silverio claims that he did not know of such transfer back then.²²⁰

Meanwhile, Ortigas agrees that the Partial Summary Judgment dismissing Silverio's Complaint was proper,²²¹ as he failed to raise a genuine issue when he did not oppose the Motion for Summary Judgment.²²² In any case, his subsequent submission of Anchor Estate's Amended Articles of Incorporation purportedly showing his ownership of stocks cannot overcome the contrary evidence on record,²²³ which showed that he was a mere Marcos

²¹⁰ *Id.* at 89.

²¹¹ *Id.* at 89–91.

²¹² *Id.* at 93.

²¹³ *Id.* at 95.

²¹⁴ *Id.* at 96.

²¹⁵ *Id.* at 97.

²¹⁶ *Id.* at 96.

²¹⁷ *Id.* at 98.

²¹⁸ *Id.*

²¹⁹ *Id.* at 99.

²²⁰ *Id.*

²²¹ *Id.* at 919.

²²² *Id.* at 920–921.

²²³ *Id.* at 921.

nominee or dummy.²²⁴ Ortigas argues that Marcos would not allow an outsider to have bona fide shares in his business.²²⁵

In his Reply, Silverio contends that the Commission's insistence that he was a Marcos dummy is an acknowledgment that he was a stockholder of Anchor Estate.²²⁶ Moreover, he says that since his shares were never included in the Commission's separate Complaint to recover ill-gotten wealth, it shows that the shares were his, and not Marcos's.²²⁷

Silverio further contends that Campos's and Gapud's depositions could not be used against his case because, first, they were culled from other cases;²²⁸ and second, these could not be deemed as admissions by Silverio, considering that they are witnesses for the Commission.²²⁹ In any case, Silverio notes, Campos did not expressly claim that Silverio was a dummy of Marcos and that Marcos owned the 30% shares he had in Anchor Estate.²³⁰

In its Petition, Ortigas assails the Sandiganbayan rulings denying its Motion for Summary Judgment. In its Memorandum,²³¹ Ortigas mainly claims that a full-blown trial is no longer necessary since the Republic has allegedly admitted Atty. Francisco's Affidavit when it was attached to the criminal complaints against Imelda that the government had built in several other cases. Atty. Francisco's Affidavit states that the Marcoses coerced Ortigas to sell the properties.²³² Ortigas avers that such a document, being attached to a complaint, should be considered part of the complaint and regarded as evidence—including the truth and accuracy of its factual allegations, and not just its due execution and authenticity.²³³

This act must bind the Republic,²³⁴ says Ortigas, which consequence extends to the Commission.²³⁵ The Commission allegedly cannot invoke immunity from estoppel because it was not shown that there was irregularity in the acts of the agency and its officials.²³⁶

Ortigas further argues that its position in the Commission and Mid-Pasig's Motion for Summary Judgment does not preclude it from filing its own Motion for Summary Judgment. Ortigas claims that a summary judgment is now proper because a genuine issue of fact no longer exists

²²⁴ *Id.*

²²⁵ *Id.* at 922.

²²⁶ *Rollo* (G.R. Nos. 204604 & 204612), p. 963.

²²⁷ *Id.*

²²⁸ *Id.* at 966.

²²⁹ *Id.* at 967.

²³⁰ *Id.*

²³¹ *Rollo* (G.R. No. 214658), pp. 704–753.

²³² *Id.* at 722–723.

²³³ *Id.* at 732.

²³⁴ *Id.* at 738.

²³⁵ *Id.* at 740.

²³⁶ *Id.* at 739–740.

following the Commission and Mid-Pasig's admission by virtue of the criminal complaints to which Atty. Francisco's Affidavit is attached.²³⁷

Meanwhile, the Commission and Mid-Pasig argue that while Atty. Francisco's Affidavit was attached to the criminal complaints, the Affidavit itself still has to be presented as evidence and the allegations must be proven before the court.²³⁸ Thus, the alleged force, threat, and intimidation were not admitted,²³⁹ giving rise to a genuine issue that requires a full-blown trial.²⁴⁰

They further argue that the Office of the Solicitor General's filing of the criminal complaints should be construed as a ministerial act and without prejudice to the Republic's recovery of ill-gotten wealth.²⁴¹ Moreover, such filing is merely an endorsement to the Office of the Ombudsman, which has discretionary power to determine the existence of a *prima facie* case against Imelda.²⁴²

They refute Ortigas's claim that the circumstances have changed by virtue of the Affidavit being admitted in evidence. They point out that they have already admitted the filing and due execution of the criminal complaints in the stipulation of facts in 1992—years before the Motions for Summary Judgment were filed and the Sandiganbayan resolved them.²⁴³ Thus, even without Ortigas's Request for Admission and their Answer to it, there is already an admission with respect to the criminal complaints filed.²⁴⁴ Besides, they say, Ortigas itself has admitted in the Comment it filed in G.R. Nos. 204368 and 204373 that there were factual issues that needed to be resolved in a full-blown trial.²⁴⁵

Lastly, they reiterate that the Republic cannot be bound by the allegations in the Affidavit as these are not yet proven in court.²⁴⁶

Finally, in 2021, Ortigas filed a Petition for Review on Certiorari,²⁴⁷ docketed as G.R. No. 253735, on which the Commission and Mid-Pasig filed their Comment.²⁴⁸ Ortigas later filed a Reply.²⁴⁹

²³⁷ *Id.* at 744–749.

²³⁸ *Id.* at 767.

²³⁹ *Id.*

²⁴⁰ *Id.* at 775.

²⁴¹ *Id.* at 770.

²⁴² *Id.* at 771.

²⁴³ *Id.* at 779.

²⁴⁴ *Id.* at 780.

²⁴⁵ *Id.*

²⁴⁶ *Id.* at 781.

²⁴⁷ *Rollo* (G.R. No. 253735), pp. 3–97.

²⁴⁸ *Id.* at 1576–1632.

²⁴⁹ *Id.* at 1638–1671.

In this last Petition, Ortigas seeks to annul the sale. It first claims that its Rule 45 Petition falls under the exceptions to the rule that only questions of law may be resolved in such a proceeding. It alleges that the Sandiganbayan's findings are grounded on speculations, surmises, and conjectures, are manifestly mistaken, are based on a misapprehension of facts, and are contradicted by the evidence on record.²⁵⁰

Ortigas maintains that the contracts of sale must be annulled. It avers that the ill-gotten properties acquired by Marcos should be returned to the true property owners, and not the government.²⁵¹ It claims that since the Commission has never alleged that the properties were bought using government funds, it means they were taken through unlawful means and abuse of power.²⁵² The Commission's admission that the properties were ill-gotten allegedly means they were illegally acquired, rendering their sale void and prompting their return to Ortigas.²⁵³

Further, Ortigas claims that it was denied due process when the Sandiganbayan refused to settle the two main issues of, first, whether the government can claim ownership over ill-gotten wealth acquired by the Marcoses; and second, whether the Commission is estopped from claiming that the sale is void given its admission that the properties are ill-gotten without proving that they were bought using government funds.²⁵⁴ Ortigas alleges that these issues were identified in the Pre-trial Order.²⁵⁵

Moreover, Ortigas alleges that the Sandiganbayan relied on inadmissible evidence.²⁵⁶ It enumerates the following documents cited by the Sandiganbayan: (a) the July 25, 1975 letter addressed to Campos from Atty. Francisco; (b) the August 5, 1975 letter addressed to Imelda from Atty. Francisco; (c) a summary attached to the August 5, 1975 letter; (d) an August 5, 1975 telegram addressed to Marcos from Atty. Francisco; and (e) an April 13, 1981 letter.²⁵⁷ All these documents are mere photocopies marked as "certified xerox copies," Ortigas notes, as the Commission failed to present their original copies or their certified true copies.²⁵⁸ It says that this violates the Best Evidence Rule, regardless of them already being included in the parties' stipulation of facts.²⁵⁹

²⁵⁰ *Id.* at 72.

²⁵¹ *Id.* at 33.

²⁵² *Id.* at 33-35.

²⁵³ *Id.* at 36.

²⁵⁴ *Id.* at 26, 38-42.

²⁵⁵ *Id.* at 47.

²⁵⁶ *Id.* at 50.

²⁵⁷ *Id.* at 50-51.

²⁵⁸ *Id.* at 51.

²⁵⁹ *Id.* at 54-55.

Ortigas also contends that even if the Commission intended to present the photocopies as secondary evidence by way of exception, it still failed to establish that the original documents are in its custody.²⁶⁰

Ortigas again raises that Atty. Francisco's Affidavit should be considered,²⁶¹ as the Commission's failure to deny the existence of documents attached to the criminal complaints is deemed a judicial admission.²⁶² It invokes the doctrine of adoptive admission, claiming that the Office of the Solicitor General or any other government party cannot deny that it freely and voluntarily admitted the allegations in Atty. Francisco's Affidavit,²⁶³ since the Office of the Solicitor General clearly believed the factual allegations it contained when it was attached to the criminal complaints.²⁶⁴

Ortigas asserts that Atty. Ignacio's testimony should be given credence because he had personal knowledge of how Ortigas was forced to accede to Marcos's demand to donate the second property.²⁶⁵ It notes that Atty. Ignacio's observation as to Atty. Francisco's state of mind may be admitted as evidence under Rule 130, Section 53 of the Rules of Court, which provides that a witness may testify on their impressions of the "emotion, behavior, condition[,] or appearance of a person."²⁶⁶ Ortigas further stresses that Atty. Ignacio was present during the board meetings when the donation of the second property was discussed.²⁶⁷

Ortigas also points out that threats, by their nature, are not conveyed through official correspondence or in writing,²⁶⁸ which explains why it did not present any official document hinting threats and intimidation.²⁶⁹ It invites this Court to view the cases within the context of martial law, when the Marcoses proliferated abuses,²⁷⁰ producing a kind of fear enough to vitiate the consent of Ortigas's general partners with respect to the contract.²⁷¹

Ortigas further contends that the notarization of the documents does not rule out intimidation and undue influence.²⁷² It argues that irregularities in notarization may be established by oral evidence,²⁷³ and worse, the Supplementary Agreement covering the second property is not even notarized.

²⁶⁰ *Id.* at 56.

²⁶¹ *Id.* at 57.

²⁶² *Id.* at 59.

²⁶³ *Id.* at 60.

²⁶⁴ *Id.* at 63.

²⁶⁵ *Id.* at 74.

²⁶⁶ *Id.* at 78.

²⁶⁷ *Id.* at 79.

²⁶⁸ *Id.* at 80.

²⁶⁹ *Id.* at 81.

²⁷⁰ *Id.*

²⁷¹ *Id.*

²⁷² *Id.* at 82.

²⁷³ *Id.* at 83.

Moreover, it claims that Marcos precisely employed intimidation and undue influence to make it appear that the transactions are valid.²⁷⁴

Ortigas adds that the grossly disadvantageous terms and conditions of the sale show that that its consent was vitiated.²⁷⁵ It alleges that the first property was sold at ₱40.00 per square meter when the market value at that time was at ₱100.00 per square meter.²⁷⁶ The contract also allowed for installment payments without interest and required Ortigas to pay in advance the real property tax should Mid-Pasig fail to pay.²⁷⁷ To its prejudice, Ortigas's standard restrictions were not included in the contract.²⁷⁸

Further faulting the Sandiganbayan's interpretation of Article 1470 of the Civil Code, Ortigas argues that it does not have to first prove a defect in its consent before the sale may be annulled based on the inadequacy of price.²⁷⁹ Says Ortigas, the inadequate price itself evidences defect in consent.²⁸⁰ Moreover, it argues that its purported admission that the proceeds of the sale were used for its business operations does not ratify the sale,²⁸¹ there being no proof.²⁸²

In their Comment, the Commission and Mid-Pasig argue that Ortigas's Petition must be dismissed outright because it mainly raises questions of fact.²⁸³ While the rule admits certain exceptions, none of them apply here.²⁸⁴

They contend that Atty. Ignacio's testimony on Atty. Francisco's dealings with the Marcoses is mere hearsay.²⁸⁵ He did not participate in the first sale,²⁸⁶ and even admitted that during the meeting, Marcos merely inquired as to the status of the property and did not demand it.²⁸⁷

They add that, as for the second property, Atty. Ignacio's assertions were not supported by any evidence.²⁸⁸ His allegations of intimidation are belied by Atty. Francisco's closeness to Marcos.²⁸⁹ Even if Atty. Francisco were coerced, they point out that there are no allegations that the rest of Ortigas's Board of Directors were intimidated to approve the sale of the

²⁷⁴ *Id.* at 84.

²⁷⁵ *Id.* at 86–88.

²⁷⁶ *Id.* at 89.

²⁷⁷ *Id.*

²⁷⁸ *Id.*

²⁷⁹ *Id.* at 92.

²⁸⁰ *Id.*

²⁸¹ *Id.* at 93.

²⁸² *Id.* at 94.

²⁸³ *Rollo* (G.R. No. 253735), 1589.

²⁸⁴ *Id.*

²⁸⁵ *Id.* at 1590.

²⁸⁶ *Id.* at 1593.

²⁸⁷ *Id.* at 1591–1593.

²⁸⁸ *Id.* at 1595.

²⁸⁹ *Id.* at 1597.

properties.²⁹⁰ They argue that Atty. Ignacio's allegations and other documentary evidence are barred by the Parol Evidence Rule.²⁹¹

In any case, the Commission and Mid-Pasig point out that the minutes of board meetings submitted by Ortigas are immaterial because they cover meetings conducted long after the properties had been sold.²⁹² As for the affidavits of members of the Ortigas's Board of Directors, they are allegedly inadmissible for being hearsay, since none of them were present to affirm the contents.²⁹³

They also argue that the price of the sale was reasonable, ranging from ₱40.00 to ₱62.79 per square meter.²⁹⁴ They note that Ortigas had contracts of sale that also did not have standard conditions and restrictions.²⁹⁵

They add that Atty. Francisco's letters were admitted in the stipulation of facts. These letters supposedly indicate his acknowledgment of the sale of properties,²⁹⁶ as supported by Campos's deposition stating that Atty. Francisco was "a very good friend" of Marcos, and who was instrumental in convincing Ortigas's Board to sell the properties.²⁹⁷

The Commission and Mid-Pasig further assert that Ortigas's cause of action is barred by the Rules on Evidence.²⁹⁸ Under the dead man's statute, the declarations of Atty. Francisco can no longer be admitted because he died.²⁹⁹ They also reiterate that Ortigas's Complaint is barred by prescription, laches, and estoppel.³⁰⁰ The sale was carried out in 1968 but Ortigas assailed its validity only in 1986, beyond the four-year prescriptive period.³⁰¹

They also echo the Sandiganbayan's ruling that the Commission did not make an adoptive admission of Atty. Francisco's Affidavit.³⁰² They point out that the government only admitted the existence of Atty. Francisco's Affidavit, not its contents.³⁰³ They add that Atty. Francisco's Affidavit is hearsay because its due execution and authenticity were not proved.³⁰⁴

²⁹⁰ *Id.*

²⁹¹ *Id.* at 1598–1599.

²⁹² *Id.* at 1600.

²⁹³ *Id.* at 1602.

²⁹⁴ *Id.* at 1603–1604.

²⁹⁵ *Id.* at 1605.

²⁹⁶ *Id.* at 1607–1614.

²⁹⁷ *Id.* at 1614–1616.

²⁹⁸ *Id.* at 1617.

²⁹⁹ *Id.* at 1618.

³⁰⁰ *Id.* at 1620.

³⁰¹ *Id.*

³⁰² *Id.* at 1621.

³⁰³ *Id.*

³⁰⁴ *Id.* at 1624.



Finally, they point out that Ortigas's contention that public funds were not used in the acquisition of the properties is a new issue, which it failed to raise in the earlier proceedings.³⁰⁵ The property's character as ill-gotten is an entirely different matter.³⁰⁶

In its Reply, Ortigas reiterates that two of the central issues in its Complaint are the ownership of the properties and their character as ill-gotten, which the Commission failed to refute.³⁰⁷ Ortigas avers that the properties should be returned to it absent any allegation that public funds were used in the sale.³⁰⁸ Further, it contends that this issue is new because it is relevant to the issue of ownership over the properties and it is heavily intertwined with the issues identified in the pre-trial.³⁰⁹

The issues for this Court's resolution are the following:

first, whether or not the Sandiganbayan gravely abused its discretion in denying BLEMP's Motion for Leave to Intervene;

second, whether or not the Sandiganbayan gravely abused its discretion in denying Ortigas's application for injunction and receivership;

third, whether or not the Sandiganbayan gravely abused its discretion in denying the Presidential Commission on Good Government's Motion for Summary Judgment with respect to Ortigas's Complaint, in denying Ortigas's Motion for Summary Judgment with respect to the Presidential Commission on Good Government's Complaint, and in granting Presidential Commission on Good Government's Motion for Summary Judgment with respect to Silverio's Complaint; and

finally, whether or not the Sandiganbayan gravely abused its discretion in dismissing Ortigas's Complaint.

I

Intervention is a procedural device by which third persons, who are not original parties to a case, may participate in the proceedings to protect their right or prove their claim.³¹⁰ In *Mactan-Cebu International Airport Authority v. Heirs of Miñoza*:³¹¹

³⁰⁵ *Id.* at 1627–1628.

³⁰⁶ *Id.* at 1629.

³⁰⁷ *Id.* at 1638–1640.

³⁰⁸ *Id.* at 1647.

³⁰⁹ *Id.*

³¹⁰ *Office of the Ombudsman v. Sison*, 626 Phil. 598, 608 (2010) [Per J. Velasco, Jr., Third Division].

³¹¹ 656 Phil. 537 (2011) [Per J. Peralta, Second Division].

Intervention is a remedy by which a third party, not originally impleaded in the proceedings, becomes a litigant therein to enable him, her or it to protect or preserve a right or interest which may be affected by such proceedings. It is a proceeding in a suit or action by which a third person is permitted by the court to make himself a party, either joining plaintiff in claiming what is sought by the complaint, or uniting with defendant in resisting the claims of plaintiff, or demanding something adversely to both of them; the act or proceeding by which a third person becomes a party in a suit pending between others; the admission, by leave of court, of a person not an original party to pending legal proceedings, by which such person becomes a party thereto for the protection of some right of interest alleged by him to be affected by such proceedings.³¹²

Intervention facilitates judicial economy.³¹³ By allowing it, courts can avoid multiplicity of suits and conflicting decisions as they render a complete resolution of the case after hearing all the parties' claims.³¹⁴ Intervention minimizes costs and expedites litigation by settling in one action and judgment "all conflicting claims of, or the whole controversy among, the persons involved."³¹⁵ It would be "more efficient for an appellate court to review a case in its entire context when the case is finally disposed."³¹⁶

Rule 19, Section I of the Rules of Court states who may intervene:

SECTION 1. Who may intervene. — A person who has a legal interest in the matter in litigation, or in the success of either of the parties, or an interest against both, or is so situated as to be adversely affected by a distribution or other disposition of property in the custody of the court or of an officer thereof may, with leave of court, be allowed to intervene in the action. The court shall consider whether or not the intervention will unduly delay or prejudice the adjudication of the rights of the original parties, and whether or not the intervenor's rights may be fully protected in a separate proceeding.

Thus, three requisites must be satisfied to allow intervention: (1) a movant must have legal interest in the matter in litigation; (2) the intervention will not unduly prejudice or delay the proceedings; and (3) the movant's rights may not be protected in a separate proceeding.³¹⁷

Legal interest must be of "direct and immediate character that the intervenor will either gain or lose by the direct legal operation and effect of

³¹² *Id.* at 546–547.

³¹³ *E.I. Dupont De Nemours and Co. v. Francisco*, 794 Phil. 97, 113 (2016) [Per J. Leonen, Second Division].

³¹⁴ *Superlines Transportation Company, Inc. v. Victor*, 209 Phil. 764, 767 (1983) [Per J. Escolin, First Division].

³¹⁵ *Office of the Ombudsman v. Sison*, 626 Phil. 598, 608 (2010) [Per J. Velasco, Jr., Third Division].

³¹⁶ *E.I. Dupont De Nemours and Company v. Francisco*, 794 Phil. 97, 114 (2016) [Per J. Leonen, Second Division].

³¹⁷ *Faleis III v. Civil Registrar General*, G.R. No. 217910, September 3, 2019, <<https://elibrary.judiciary.gov.ph/thebookshelf/showdocs/1/65744>> [Per J. Leonen, En Banc].

the judgment.”³¹⁸ The interest “must be actual, direct[,] and material, not merely contingent and expectant.”³¹⁹ It must be “more than mere curiosity, or academic or sentimental desire; it must not be . . . indirect and remote, conjectural, consequential[,] or collateral.”³²⁰

One has no absolute right to intervene. Its grant or denial is subject to the court’s sound discretion upon compliance with the statutory conditions for intervention. Once the court resolves a motion for intervention, the resolution cannot be set aside except when there is grave abuse of discretion amounting to lack or excess of jurisdiction.³²¹

Here, there is no grave abuse of discretion in the denial of BLEMP’s Motion for Leave to Intervene. As the Sandiganbayan held, BLEMP’s interest in the subject matter is not direct and immediate such that it will gain or lose due to the court’s judgment.³²²

First, BLEMP’s claim of ownership over the properties is merely contingent on Mid-Pasig’s ownership, seeing as how BLEMP asserts the validity of its purchase of the properties from Mid-Pasig. Mid-Pasig’s ownership over the properties is precisely what is being assailed in the main Complaints. Should the Sandiganbayan find that Mid-Pasig was not the owner of the properties, BLEMP would have no interest at all.

Second, BLEMP failed to show an actual interest in the properties. It heavily relies on Deeds of Sale and Conveyance and its possession of the owner’s copy of the Transfer Certificates of Title. However, BLEMP itself admitted that these Deeds were not issued in its favor, but its proprietors, Marinas and Parchamento, who were not shown to have transferred the properties to BLEMP later on. Neither can BLEMP rely on its possession of the owner’s copy of the titles, as these titles were adjudged lost and were already reconstituted by the trial court, whose decision has long been rendered final and executory.

Allowing BLEMP’s intervention will only unnecessarily complicate the proceedings. It will add issues irrelevant in resolving the issues in the main Complaints, which only pertain to the validity of the sale between Ortigas and Mid-Pasig. Letting BLEMP intervene would unduly delay the adjudication of rights of the original parties.

³¹⁸ *Magsaysay-Labrador v. Court of Appeals*, 259 Phil. 748, 754 (1989) [Per C.J. Fernan, Third Division].

³¹⁹ *Perez v. Court of Appeals*, 516 Phil. 204, 210 (2006) [Per J. Ynares-Santiago, First Division].

³²⁰ *Gibson v. Revilla*, 180 Phil. 645, 657 (1979) [Per J. Guerrero, First Division].

³²¹ *Id.* at 656–657.

³²² *Rollo* (G.R. No. 199031), p. 83.

Ultimately, BLEMP's claim is only contingent on the possible outcome of the Complaints. Thus, the Sandiganbayan did not gravely abuse its discretion in denying BLEMP's Motion for Leave to Intervene.

II

A writ of preliminary injunction is an ancillary and interlocutory order that bars an act or requires performance of a particular act pending litigation of a case.³²³ A party seeks it to preserve and protect their rights and interests until the merits of the case are fully heard.³²⁴ It preserves the status quo between the parties and prevents the action from turning moot due to intervening circumstances while the case is pending.³²⁵ In *Paramount Insurance Corporation v. Court of Appeals*:³²⁶

Injunction is an extraordinary remedy calculated to preserve the status quo of things and to prevent actual or threatened acts violative of the rules of equity and good conscience as would consequently afford an injured party a cause of action resulting from the failure of the law to provide for an adequate or complete relief. A preliminary injunction is an order granted at any stage of an action or proceeding prior to the judgment or final order, requiring a party or a court, agency or a person to refrain from a particular act or acts. It may also require the performance of a particular act or acts, in which case it shall be known as a preliminary mandatory injunction. Its sole purpose is not to correct a wrong of the past, in the sense of redress for injury already sustained, but to prevent further injury.³²⁷ (Citations omitted)

Rule 58, Section 3 of the Rules of Court enumerates the grounds for the issuance of a writ of prohibitory or mandatory preliminary injunction:

SECTION 3. Grounds for issuance of preliminary injunction. — A preliminary injunction may be granted when it is established:

- (a) That the applicant is entitled to the relief demanded, and the whole or part of such relief consists in restraining the commission or continuance of the act or acts complained of, or in requiring the performance of an act or acts either for a limited period or perpetually;
- (b) That the commission, continuance or non-performance of the act or acts complained of during the litigation would probably work injustice to the applicant; or

³²³ *Municipality of Famy, Laguna v. Municipality of Siniloan, Laguna*, G.R. No. 203806, February 10, 2020, <<https://elibrary.judiciary.gov.ph/thebookshelf/showdocs/1/66161>> [Per J. Leonen, Third Division].

³²⁴ *Incorporators of Mindanao Institute, Inc. v. United Church of Christ in the Philippines*, 685 Phil. 21, 33 (2012) [Per J. Mendoza, Third Division].

³²⁵ *Spouses Dela Rosa v. Heirs of Valdez*, 670 Phil. 97, 118 (2011) [Per J. Leonardo-De Castro, First Division].

³²⁶ 369 Phil. 641 (1999) [Per J. Ynares-Santiago, First Division].

³²⁷ *Id.* at 648.

- (c) That a party, court, agency or a person is doing, threatening, or is attempting to do, or is procuring or suffering to be done some act or acts probably in violation of the rights of the applicant respecting the subject of the action or proceeding, and tending to render the judgment ineffectual.

For the writ to be issued, the following requisites must be met:

- (1) The applicant must have a clear and unmistakable right to be protected, that is a right *in esse*;
- (2) There is a material and substantial invasion of such right;
- (3) There is an urgent need for the writ to prevent irreparable injury to the applicant; and
- (4) No other ordinary, speedy, and adequate remedy exists to prevent the infliction of irreparable injury.³²⁸ (Citation omitted)

Preliminary injunction may only be granted to protect a right “clearly founded on or granted by law or is enforceable as a matter of law.”³²⁹ There must be an actual existing right. Preliminary injunction cannot be issued over a contingent right that may never arise.³³⁰ Moreover, as this Court pointed out in *Spouses Dela Rosa v. Heirs of Valdez*:³³¹

[A] writ of preliminary mandatory injunction is justified only in a clear case, free from doubt or dispute. When the complainant’s right is doubtful or disputed, he does not have a clear legal right and, therefore, the issuance of a writ of preliminary mandatory injunction is improper. While it is not required that the right claimed by applicant, as basis for seeking injunctive relief, be conclusively established, it is still necessary to show, at least tentatively, that the right exists and is not vitiated by any substantial challenge or contradiction.³³² (Citation omitted)

Thus, the writ may only be issued when there is extreme urgency and there exists a very clear right that was willfully and unlawfully transgressed.³³³ When the party’s right or title is doubtful or disputed, there is no clear legal right and the issuance of injunctive relief is not warranted.³³⁴

³²⁸ *Municipality of Famy, Laguna v. Municipality of Siniloan, Laguna*, G.R. No. 203806, February 10, 2020, <<https://elibrary.judiciary.gov.ph/thebookshelf/showdocs/1/66161>> [Per J. Leonen, Third Division].

³²⁹ *Heirs of Yu v. Court of Appeals*, 717 Phil. 284, 296 (2013) [Per J. Peralta, Third Division].

³³⁰ *Id.* at 295–296. See also *Bicol Medical Center v. Botor*, 819 Phil. 447 (2017) [Per J. Leonen, Third Division].

³³¹ 670 Phil. 97 (2011) [Per J. Leonardo-De Castro, First Division].

³³² *Id.* at 110.

³³³ *Heirs of Yu v. Court of Appeals*, 717 Phil. 284, 296 (2013) [Per J. Peralta, Third Division].

³³⁴ *Incorporators of Mindanao Institute, Inc. v. United Church of Christ in the Philippines*, 685 Phil. 21, 34 (2012) [Per J. Mendoza, Third Division].

Further, the injury must be grave and irreparable, and it must be actual, substantial, and demonstrable. In *Social Security Commission v. Bayona*:³³⁵

Damages are irreparable within the meaning of the rule relative to the issuance of injunction where there is no standard by which their amount can be measured with reasonable accuracy. “An irreparable injury which a court of equity will enjoin includes that degree of wrong of a repeated and continuing kind which produce hurt, inconvenience, or damage that can be estimated only by conjecture, and not by any accurate standard of measurement.” An irreparable injury to authorize an injunction consists of “a serious charge of, or is destructive to, the property it affects, either physically or in the character in which it has been held and enjoined, or when the property has some peculiar quality or use, so that its pecuniary value will not fairly recompense the owner of the loss thereof.”³³⁶ (Citations omitted)

The issuance of this writ rests on the court’s discretion, whose exercise will not be interfered with unless it is done with grave abuse.³³⁷

On the other hand, receivership is a remedy sought to prevent injury to the property subject of a case and to preserve it while the case is pending or after judgment.³³⁸

A court may appoint a receiver: (a) when the party applying for receivership “has an interest in the property or fund which is . . . in danger of being lost, removed, or materially injured”; (b) when a property in a foreclosure of a mortgage “is in danger of being wasted or dissipated or materially injured, and . . . its value is probably insufficient to discharge the mortgage debt, or that the parties have so stipulated”; (c) “to preserve the property during the pendency of an appeal, or to dispose of it according to the judgment, or to aid execution when the execution has been returned unsatisfied”; or (d) in other cases where receivership “is the most convenient and feasible means of preserving, administering, or disposing of the property in litigation.”³³⁹

The appointment of a receiver is not an absolute right.³⁴⁰ Receivership is a drastic and harsh remedy that may only be granted when there is a clear need to save a party from grave and immediate loss or injury.³⁴¹ In resolving an application for receivership, courts should determine:

³³⁵ 115 Phil. 106 (1962) [Per J. Bautista Angelo. En Banc].

³³⁶ *Id.* at 110–111.

³³⁷ *Municipality of Famy, Laguna v. Municipality of Siniloan, Laguna*, G.R. No. 203806, February 10, 2020, <<https://elibrary.judiciary.gov.ph/thebookshelf/showdocs/1/66161>> [Per J. Leonen, Third Division].

³³⁸ *Vigan Electric Light Company, Inc v. Arciaga*, 157 Phil. 201, 213 (1974) [Per J. Antonio, Second Division].

³³⁹ RULES OF COURT, Rule 59, sec. 1(a), (b) (c), and (d)

³⁴⁰ *Vigan Electric Light Company, Inc v. Arciaga*, 157 Phil. 201, 212 (1974) [Per J. Antonio, Second Division].

³⁴¹ *Tantano v. Espina-Caboverde*, 715 Phil. 497, 511 (2013) [Per J. Velasco, Jr., Third Division].

(1) whether or not the injury resulting from such appointment would probably be greater than the injury ensuing if the status quo is left undisturbed; and (2) whether or not the appointment will imperil the interest of others whose rights deserve as much a consideration from the court as those of the person requesting for receivership.³⁴² (Citation omitted)

In cases where receivership would entail taking the property out of the defendant's possession while the case is pending, the appointment of the receiver should only be made in extreme cases,³⁴³ done with the utmost circumspection. In *Vivares v. Reyes*:³⁴⁴

The power to appoint a receiver is a delicate one and should be exercised with extreme caution and only under circumstances requiring summary relief or where the court is satisfied that there is imminent danger of loss, lest the injury thereby caused be far greater than the injury sought to be averted. The court should consider the consequences to all of the parties and the power should not be exercised when it is likely to produce irreparable injustice or injury to private rights or the facts demonstrate that the appointment will injure the interests of others whose rights are entitled to as much consideration from the court as those of the complainant.³⁴⁵

Here, the Sandiganbayan did not gravely abuse its discretion in denying Ortigas's application for injunction and receivership. However, it erred in issuing the Writ of Preliminary Injunction against the Presidential Commission on Good Government and Mid-Pasig.

Ortigas failed to establish a clear, existing legal right over the properties. When it prayed for preliminary injunction, the main issue yet to be resolved in the Complaints was the nullity of the contracts of sale and the ownership over the properties. Thus, its claim of ownership over the properties has not yet been proven before the courts. Such contingent right cannot be protected by preliminary injunction.

Moreover, there is no grave and irreparable injury caused to Ortigas. It laments the difficulty of ejecting the lessees should a judgment be handed in its favor and the probable complication of changing the properties' landscape. Considering that Ortigas has not yet established its ownership, its claim of injury is unavailing. These allegations are conjectural, and not the actual, demonstrable injury contemplated by law. Even if it did own the properties, the difficulty of dealing with lessees in the future is a theoretical problem.

Moreover, the notice of *lis pendens* annotated on the properties' titles is a sufficient safeguard. As this Court held in *Vivares*, the appointment of a

³⁴² *Id.* at 513.

³⁴³ *Id.* at 515–516.

³⁴⁴ 568 Phil. 644 (2008) [Per J. Velasco, Jr., Second Division].

³⁴⁵ *Id.* at 654, citing *Velasco & Company v. Gochuico & Company*, 28 Phil. 39, 41 (1914) [Per J. Moreland, En Banc].

receiver is not warranted when a notice of *lis pendens* is annotated on the property, as any subsequent conveyance or transaction over it is subject to the result of the litigation. The notice serves as a warning to everyone who will deal with the properties:

[S]ince a notice of *lis pendens* has been annotated on the titles of the disputed properties, the rights of petitioners are amply safeguarded and preserved since “there can be no risk of losing the property or any part of it as a result of any conveyance of the land or any encumbrance that may be made thereon posterior to the filing of the notice of *lis pendens*.” Once the annotation is made, any subsequent conveyance of the lot by the respondent would be subject to the outcome of the litigation since the fact that the properties are under *custodia legis* is made known to all and sundry by operation of law. Hence, there is no need for a receiver to look after the disputed properties.³⁴⁶ (Citation omitted)

Since Ortigas’s ownership over the properties was not yet established, it may not avail of injunction and receivership. The Presidential Commission on Good Government’s functions would be frustrated if we allow all cases to preclude it from disposing of properties already transferred to the government. The two lots Campos had voluntarily surrendered are not merely *in custodia legis*; ownership over these properties has already been conveyed to the government.

Indeed, the Republic possesses the properties not merely as a conservator, but as an owner.

In 1986, after Marcos’s ouster and the end of dictatorship, then President Corazon C. Aquino assumed office and immediately issued Executive Order No. 1, creating the Presidential Commission on Good Government.³⁴⁷ It was tasked with assisting the president in investigating and recovering the ill-gotten wealth amassed by Marcos and his cronies.³⁴⁸

To effectively discharge its task “to recover the tremendous wealth plundered from the people by the past regime in the most execrable thievery

³⁴⁶ *Id.* at 655–656.

³⁴⁷ Executive Order No. 1 (1986), sec. 1.

³⁴⁸ Executive Order No. 1 (1986), sec. 2(a) and (b) provide:

Section 2. The Commission shall be charged with the task of assisting the President in regard to the following matters:

(a) The recovery of all ill-gotten wealth accumulated by former President Ferdinand E. Marcos, his immediate family, relatives, subordinates and close associates, whether located in the Philippines or abroad, including the takeover or sequestration of all business enterprises and entities owned or controlled by them, during his administration, directly or through nominees, by taking undue advantage of their public office and/or using their powers, authority, influence, connections or relationship.

(b) The investigation of such cases of graft and corruption as the President may assign to the Commission from time to time.

The adoption of safeguards to ensure that the above practices shall not be repeated in any manner under the new government, and the institution of adequate measures to prevent the occurrence of corruption.

perpetrated in all history”—dubbed as an “organized pillage”³⁴⁹—Executive Order No. 1 has vested the Presidential Commission on Good Government with the following powers and authority:

SECTION 3. The Commission shall have the power and authority:

- (a) To conduct investigation as may be necessary in order to accomplish and carry out the purposes of this order.
- (b) To sequester or place or cause to be placed under its control or possession any building or office wherein any ill-gotten wealth or properties may be found, and any records pertaining thereto, in order to prevent their destruction, concealment or disappearance which would frustrate or hamper the investigation or otherwise prevent the Commission from accomplishing its task.
- (c) To provisionally take over in the public interest or to prevent its disposal or dissipation, business enterprises and properties taken over by the government of the Marcos Administration or by entities or persons close to former President Marcos, until the transactions leading to such acquisition by the latter can be disposed of by the appropriate authorities.
- (d) To enjoin or restrain any actual or threatened commission of acts by any person or entity that may render moot and academic, or frustrate, or otherwise make ineffectual the efforts of the Commission to carry out its tasks under this order.
- (e) To administer oaths, and issue subpoenas requiring the attendance and testimony of witnesses and/or the production of such books, papers, contracts, records, statement of accounts and other documents as may be material to the investigation conducted by the Commission.
- (f) To hold any person in direct or indirect contempt and impose the appropriate penalties, following the same procedures and penalties provided in the Rules of Court.
- (g) To seek and secure the assistance of any office, agency or instrumentality of the government.
- (h) To promulgate such rules and regulations as may be necessary to carry out the purposes of this order.

Also in 1986, Executive Order No. 2 was issued, ordering the freezing and prohibition of transfer of all assets and properties of the Marcoses and their cronies. Persons holding these assets and properties were likewise required to disclose their possession to the government.³⁵⁰

³⁴⁹ *Presidential Commission on Good Government v. Peña*, 243 Phil. 93, 103 (1988) [Per C.J. Teehankee. En Banc].

³⁵⁰ Executive Order No. 2 (1986).

In *Bataan Shipyard & Engineering Company, Inc. v. Presidential Commission on Good Government*,³⁵¹ this Court exhaustively discussed the powers granted to the Presidential Commission on Good Government:

a. Sequestration

By the clear terms of the law, the power of the PCGG to sequester property claimed to be “ill-gotten” means to place or cause to be placed under its possession or control said property, or any building or office wherein any such property and any records pertaining thereto may be found, including “business enterprises and entities,” — for the purpose of preventing the destruction, concealment or dissipation of, and otherwise conserving and preserving, the same — until it can be determined, through appropriate judicial proceedings, whether the property was in truth “ill-gotten,” *i.e.*, acquired through or as a result of improper or illegal use of or the conversion of funds belonging to the Government or any of its branches, instrumentalities, enterprises, banks or financial institutions, or by taking undue advantage of official position, authority, relationship, connection or influence, resulting in unjust enrichment of the ostensible owner and grave damage and prejudice to the State. And this, too, is the sense in which the term is commonly understood in other jurisdictions.

b. “Freeze Order”

A “freeze order” prohibits the person having possession or control of property alleged to constitute “ill-gotten wealth” “from transferring, conveying, encumbering or otherwise depleting or concealing such property, or from assisting or taking part in its transfer, encumbrance, concealment, or dissipation.” In other words, it commands the possessor to hold the property and conserve it subject to the orders and disposition of the authority decreeing such freezing. In this sense, it is akin to a garnishment by which the possessor or ostensible owner of property is enjoined not to deliver, transfer, or otherwise dispose of any effects or credits in his possession or control, and thus becomes in a sense an involuntary depository thereof.

c. Provisional Takeover

In providing for the remedy of “provisional takeover,” the law acknowledges the apparent distinction between “ill-gotten” “business enterprises and entities” (going concerns, businesses in actual operation), generally, as to which the remedy of sequestration applies, it being necessarily inferred that the remedy entails no interference, or the least possible interference with the actual management and operations thereof; and “business enterprises which were taken over by the government of the Marcos Administration or by entities or persons close to him,” in particular, as to which a “provisional takeover” is authorized, “in the public interest or to prevent disposal or dissipation of the enterprises.” Such a “provisional takeover” imports something more than sequestration or freezing, more than the placing of the business under physical possession and control, albeit without or with the least possible interference with the management and carrying on of the business itself. In a “provisional takeover,” what is taken into custody is not only the physical assets of the business enterprise or entity, but the business operation as well. It is in fine the assumption of

³⁵¹ 234 Phil. 180 (1987) [Per J. Narvasa, En Banc].

control not only over things, but over operations or on-going activities. But, to repeat, such a “provisional takeover” is allowed only as regards “business enterprises . . . taken over by the government of the Marcos Administration or by entities or persons close to former President Marcos.”³⁵² (Citations omitted)

Thus, the Presidential Commission on Good Government has the power to sequester and freeze concealed properties. It can provisionally take over business enterprises and properties that the Marcoses had earlier taken over.

These powers are provisional remedies, which means their exercise is only contingent. They are resorted to only to avert “the disappearance or dissipation of property or business, and conserve it pending adjudgment in appropriate proceedings of the primary issue of whether or not the acquisition of title or other right thereto by the apparent owner was attended by some vitiating anomaly.”³⁵³ Hence, the exercise of these provisional remedies will not deprive the owners of their titles over the properties.³⁵⁴

These powers are likened to the remedies of preliminary attachment and receivership. In *Bataan Shipyard*:

As thus described, sequestration, freezing and provisional takeover are akin to the provisional remedy of preliminary attachment, or receivership. By attachment, a sheriff seizes property of a defendant in a civil suit so that it may stand as security for the satisfaction of any judgment that may be obtained, and not disposed of, or dissipated, or lost intentionally or otherwise, pending the action. By receivership, property, real or personal, which is subject of litigation, is placed in the possession and control of a receiver appointed by the Court, who shall conserve it pending final determination of the title or right of possession over it. All these remedies — sequestration, freezing, provisional, takeover, attachment and receivership — are provisional, temporary, designed for particular exigencies, attended by no character of permanency or finality, and always subject to the control of the issuing court or agency.³⁵⁵ (Citations omitted)

The provisional character of these remedies is further established in the Constitution. Under Section 26 of the Transitory Provisions, the sequestration or freeze order will be automatically lifted if no subsequent judicial action has commenced.³⁵⁶ Ergo, the Presidential Commission on Good Government’s

³⁵² *Id.* at 207–209.

³⁵³ *Id.* at 209.

³⁵⁴ *Id.*

³⁵⁵ *Id.* at 211.

³⁵⁶ CONST., art. XVIII, sec. 26 provides:

Section 26. The authority to issue sequestration or freeze orders under Proclamation No. 3 dated March 25, 1986 in relation to the recovery of ill-gotten wealth shall remain operative for not more than eighteen months after the ratification of this Constitution. However, in the national interest, as certified by the President, the Congress may extend said period.

A sequestration or freeze order shall be issued only upon showing of a prima facie case. The order and the list of the sequestered or frozen properties shall forthwith be registered with the proper court. For

role is confined to being an administrator of properties. Since sequestration, freezing, and provisional takeover do not divest ownership from someone, the Commission, in turn, cannot exercise acts of ownership over these properties.³⁵⁷

The rationale of sequestration underlies this rule. While judicial proceedings are pending, custody of properties must “entail the least possible interference with business operations or activities so that, in the event that the accusation of the business enterprise being ‘ill-gotten’ be not proven, it may be returned to its rightful owner as far as possible in the same condition as it was at the time of sequestration.”³⁵⁸ In *Philippine Overseas Telecommunications Corporation v. Sandiganbayan*:³⁵⁹

Sequestration is a conservatory writ, which purpose is to preserve properties in *custodia legis*, lest the dissipation and concealment of the “ill-gotten” wealth the former President Marcos and his allies may resort to, pending the final disposition of the properties. It is to prevent the disappearance or dissipation pending adjudgment of whether the acquisition thereof by the apparent owner was attended by some vitiating anomaly or attended by some illegal means. Thus by no means is it permanent in character. Upon the final disposition of the sequestered properties, the sequestration is rendered *functus officio*.³⁶⁰ (Citations omitted)

In *Antiporda, Jr. v. Sandiganbayan*,³⁶¹ this Court discussed that when a property is claimed to be ill-gotten and is placed under the custody of the Presidential Commission on Good Government, its possession is only “for the purpose of preventing its destruction, concealment or dissipation, and otherwise conserving and preserving the [property].”³⁶² While the property is sequestered, a judicial proceeding is conducted to determine whether it was ill-gotten.³⁶³ Only after judicial proceedings, where there is a clear finding that such property is ill-gotten, would the takeover and acts of strict ownership be justified. Clearly, the Commission by itself “cannot perform acts of strict ownership of sequestered property. It is a mere conservator.”³⁶⁴

As such, it may only exercise the power of administration over these properties, akin to a court-appointed receiver. It may only “bring and defend actions in its own name; receive rents; collect debts due; pay outstanding

orders issued before the ratification of this Constitution, the corresponding judicial action or proceeding shall be filed within six months from its ratification. For those issued after such ratification, the judicial action or proceeding shall be commenced within six months from the issuance thereof.

The sequestration or freeze order is deemed automatically lifted if no judicial action or proceeding is commenced as herein provided.

³⁵⁷ *Bataan Shipyard & Engineering Company, Inc. v. Presidential Commission on Good Government*, 234 Phil. 180, 233 (1987) [Per J. Narvasa, En Banc].

³⁵⁸ *Id.* at 234.

³⁵⁹ 780 Phil. 563 (2016) [Per J. Perez, Third Division].

³⁶⁰ *Id.* at 581.

³⁶¹ 410 Phil. 597 (2001) [Per J. Ynares-Santiago, First Division].

³⁶² *Id.* at 616.

³⁶³ *Id.*

³⁶⁴ *Id.*, citing *Cojuangco, Jr. v. Roxas*, 273 Phil. 168 (1991) [Per J. Gancayco, En Banc].

debts; and generally do such other acts and things as may be necessary to fulfill its mission as conservator and administrator.”³⁶⁵

In *Bataan Shipyard*, Bataan Shipyard, which was sequestered and provisionally taken over by the Presidential Commission on Good Government, filed a petition questioning the constitutionality of the Commission. It argued that the Commission has unduly interfered with its ownership and management of business affairs, among others. It also averred that the sequestration and subsequent takeover deprived it of its ownership over its property.³⁶⁶ This Court ultimately dismissed the petition as there was no showing that the Commission gravely abused its discretion, but it did rule that the Commission cannot exercise acts of ownership over sequestered properties because it is merely a conservator:

One thing is certain, and should be stated at the outset: the PCGG cannot exercise acts of dominion over property sequestered, frozen or provisionally taken over. As already earlier stressed with no little insistence, the act of sequestration; freezing or provisional takeover of property does not import or bring about a divestment of title over said property; does not make the PCGG the owner thereof. In relation to the property sequestered, frozen or provisionally taken over, the PCGG is a conservator, not an owner. Therefore, it cannot perform acts of strict ownership; and this is [e]specially true in the situations contemplated by the sequestration rules where, unlike cases of receivership, for example, no court exercises effective supervision or can upon due application and hearing, grant authority for the performance of acts of dominion.³⁶⁷

In *Republic v. Sandiganbayan*,³⁶⁸ this Court again discussed the nature and scope of the Commission’s power over sequestered properties. The Commission averred that it may sell a sequestered aircraft pursuant to its “administrative power to preserve and conserve sequestered assets under its control and supervision[.]”³⁶⁹ Citing *Bataan Shipyard*, this Court ruled that “the sale of sequestered property . . . is ordinarily not within the ‘preservation and conservation’ aspect of the [Commission]’s administrative objectives.”³⁷⁰

Similarly, in *Pacific Basin Securities Company, Inc. v. Oriental Petroleum and Minerals Corporation*,³⁷¹ Pacific Basin Securities Company, Inc. bought Oriental Petroleum and Minerals Corporation (Oriental Petroleum) shares from Piedras Petroleum Mining Corporation (Piedras Petroleum), which had been sequestered by the Commission. Oriental Petroleum assailed the sale of the shares, arguing that the shares were government-owned, and thus, may only be disposed of through public

³⁶⁵ *Bataan Shipyard & Engineering Company, Inc. v. Presidential Commission on Good Government*, 234 Phil. 180, 234 (1987) [Per J. Narvasa, En Banc].

³⁶⁶ *Id.* at 196–198.

³⁶⁷ *Id.* at 233–234.

³⁶⁸ 270 Phil. 866 (1990) [Per J. Regalado, En Banc].

³⁶⁹ *Id.* at 874.

³⁷⁰ *Id.* at 878.

³⁷¹ 558 Phil. 425 (2007) [Per J. Austria-Martinez, Third Division].

bidding. This Court held that Piedras Petroleum's sequestration did not make it a government-owned corporation. As a mere conservator, the Commission "does not automatically become the owner of a sequestered property in behalf of the government."³⁷² For the sequestered properties to be disposed of, said this Court, there must be a final judicial determination declaring that the property was indeed ill-gotten and acquired using government funds.³⁷³

However, jurisprudence has carved out exceptions to this rule. In *Cojuangco, Jr. v. Roxas*,³⁷⁴ this Court ruled that in cases of sequestered shares, the Commission may vote the shares: (1) "in a case of a takeover of a business belonging to the government"; and (2) when the capitalization or shares that were acquired with public funds somehow landed in private lands.³⁷⁵ This exception is anchored on the principle that "public property registered in the names of non-owners is affected with trust relations; and that the *prima facie* beneficial owner should be given the privilege of enjoying the rights flowing from the *prima facie* fact of ownership."³⁷⁶

Thus, save for a few exceptions, the Presidential Commission on Good Government cannot sell the properties sequestered, frozen, or provisionally taken over. But when such properties are judicially determined with finality as ill-gotten or when ill-gotten properties are conveyed to the government, the Commission is not precluded from disposing of them.

To complement the role of the Commission, the Asset Privatization Trust and the Sequestered Assets Disposition Authority were instituted to dispose of recovered properties.

The Asset Privatization Trust, created under Proclamation No. 50 in 1986, is a public trust created to "take title to and possession of, conserve, provisionally manage and dispose of assets . . . identified for privatization or disposition[.]"³⁷⁷ To effectively carry out this purpose, the Committee on Privatization was created to identify which government assets are apt for privatization and divestment.³⁷⁸ From this list, the Committee will choose

³⁷² *Id.* at 441.

³⁷³ *Id.*

³⁷⁴ 273 Phil. 168 (1991) [Per J. Gancayco, En Banc].

³⁷⁵ *Id.* at 186.

³⁷⁶ *Republic v. COCOFED*, 423 Phil. 735, 754–755 (2001) [Per J. Panganiban, En Banc].

³⁷⁷ Proclamation No. 50 (1986), sec. 9 provides:

Section 9. Creation. — There is hereby created a public trust to be known as the Asset Privatization Trust, hereinafter referred to as the Trust, which shall, for the benefit of the National Government, take title to and possession of, conserve, provisionally manage and dispose of assets as defined in SEC. 2 herein which have been identified for privatization or disposition and transferred to the Trust for the purpose, pursuant to SEC. 23 of Proclamation.

³⁷⁸ Proclamation No. 50 (1986), sec. 23 provides:

Section 23. Mechanics of Transfer of Assets. — As soon as practicable, but not later than six months from the date of the issuance of this Proclamation, the President, acting through the Committee on Privatization, shall identify such assets of government institutions as appropriate for privatization and divestment in an appropriate instrument describing such assets or identifying the loan or other

which ones will be transferred to the Asset Privatization Trust, which may then proceed with the divestment.³⁷⁹

Subsequently, the Asset Privatization Trust was authorized to “transfer, sell, assign[,] or otherwise dispose of . . . properties recovered and turned over to it by the [Presidential Commission on Good Government], on such terms and conditions as are in the best interest of the [n]ational [g]overnment[.]”³⁸⁰

In 1987, the Sequestered Assets Disposition Authority (Disposition Authority) was created under Executive Order No. 286 to specifically dispose or authorize the disposal of assets recovered by and voluntarily surrendered to the Presidential Commission on Good Government.³⁸¹ It covers the disposition of assets, business enterprises, or corporations transferred by the Commission or following a court decision involving sequestered properties.³⁸² Among its powers and functions are:

SECTION 3. Powers and Functions. — The Authority shall have the following powers and functions:

a) To dispose of or authorize, subject to the approval of the President, the disposition of such assets transferred to the Authority to any party and on such terms as are in the best interest of the National

transactions giving rise to the receivables, obligations and other property constituting assets to be transferred.

The Committee shall, from the list of assets deemed appropriate for divestment, identify assets to be transferred to the Trust or to be referred to the government institutions in an appropriate instrument, which upon execution by the Committee shall constitute as the operative act of transfer or referral of the assets described therein, and the Trust or the government institution may thereupon proceed with the divestment in accordance with the provisions of this Proclamation and the guidelines issued by the Committee.

Nothing in this Proclamation shall:

- (1) Affect the right of the National Government to pursue the enforcement of any claim of a government institution in respect of or in relation to any asset transferred hereunder;
- (2) In relation to any debt hereby assigned and transferred to the National Government of which a government institution is the original creditor, give rise to any novation or requirement to obtain the consent of the debtor; and
- (3) In relation to any share of stock or any interest therein, give rise to any claim by any other stockholder for enforcement of rights of pre-emption or of first refusal or other similar rights, the provision of any law to the contrary notwithstanding.

Where the contractual rights of creditors of any of the government institutions involve may be affected by the exercise of the Committee or the Trust of the powers granted herein, the Committee or the Trust shall see to it that such rights are not impaired.

³⁷⁹ Proclamation No. 50 (1986), sec. 23.

³⁸⁰ Administrative Order No. 43 (1987).

³⁸¹ Executive Order No. 286 (1987), Third and Fourth Whereas clauses:

WHEREAS, Executive Order No. 1 further provides that the PCGG shall provisionally take over the business or corporations, enterprises and properties amassed by the leaders and close associates of the previous regime until the transactions leading to such acquisition by the latter, are declared to be illegal by a court of law with competent jurisdiction:

WHEREAS, there is an urgent need for an entity to oversee the disposition of assets and properties recovered by the Government, by virtue of a decision of a court of law, pursuant to Section 26, Article XVIII of the 1987 Constitution and those voluntarily surrendered to the PCGG[]

³⁸² Executive Order No. 286 (1987), sec. 2 provides:

Section 2. Coverage. — The Authority shall formulate and implement a program for the disposition of assets, business enterprises or corporations transferred to the Authority by the PCGG or pursuant to a decision of a court of law with competent jurisdiction involving sequestered assets prescribed by Section 26, Article XVIII of the 1987 Constitution.

Government; for such purpose to execute and deliver on behalf and in the name of the National Government such deeds of sale, contracts, and other instruments as may be necessary or appropriate to convey title to such assets;

b) To take title to, and possession of, and to take such steps as may be necessary to conserve assets transferred to the Authority by the PCGG or by a Court of law, including, without limitation, to oversee the management and operation of corporations or businesses constituting such assets, and to file suits and institute proceedings on behalf and in the name of the National Government for the recovery and protection of such assets[.]

However, to streamline the functions of the different government agencies, the government transferred the task of disposing of the properties from the Asset Privatization Trust and the Disposition Authority to the Presidential Commission on Good Government.

Under Administrative Order No. 241, the control and disposal responsibilities of the Asset Privatization Trust over properties surrendered by Campos were transferred to the Commission. It states:

1. The Asset Privatization Trust, hereinafter referred to as the Trust, shall transfer to the Presidential Commission on Good Government (PCGG) control and disposal responsibility of assets, shares of stocks, and such other properties referred to in paragraph 1(a) of Administrative Order (AO) No. 43, s. of 1987, recovered from, turned over by, or pertaining to, Mr. Jose Y. Campos.
2. The PCGG shall, in relation to such assets, shares of stocks, and other properties, exercise such powers or perform such functions, as defined in AO No. 231, s. of 1991.
3. The Trust's control and administrative responsibilities over the properties covered hereby are terminated upon the actual and/or constructive transfer of such properties to PCGG.³⁸³

The Disposition Authority was thus abolished, and its functions were absorbed by the Presidential Commission on Good Government through Executive Order No. 149:

SECTION 3. Dispositive Actions. — The transfer or integration of the following agencies/government-owned and/or controlled corporations from the Office of the President to the departments and/or agencies hereunder indicated shall be effected as follows:

.....

³⁸³ Administrative Order No. 241 (1991). *See also* Executive Order No. 323 (2000), which transferred the functions of the Asset Privatization Trust to the Privatization Council after expiring on December 31, 2000.

3.3 Transfer Of Regular Agencies For Administrative Supervision and Eventual Abolition. The following agencies from the Office of the President are hereby transferred to the departments and/or agencies indicated hereunder, and shall be eventually abolished in accordance with law and the terms of Section 5 of this Executive Order:

....

- (e) The Sequestered Assets Disposition Authority to the Presidential Commission on Good Government[.]³⁸⁴

Thus, the Presidential Commission on Good Government has the power to dispose of properties judicially declared as sequestered and voluntarily surrendered to the government. Its authority to dispose of these properties is independent of its power to sequester, freeze, and provisionally take over properties.

The *Bataan Shipyard* ruling will only apply to properties that were sequestered and provisionally taken over by the Presidential Commission on Good Government. These remedies only apply in cases where the property was sequestered, frozen, and provisionally taken over and there is a pending proceeding to determine whether the property is indeed ill-gotten.

Bataan Shipyard does not cover properties voluntarily surrendered to the government. As clearly contemplated in the creation of the Disposition Authority, those voluntarily surrendered to the Commission and those judicially adjudged as ill-gotten wealth may be disposed of.

As clarified in *Republic v. Tatlonghari*,³⁸⁵ sequestration, freezing, and provisional takeover are not the only modes where ownership of a property is transferred to the government. It is possible that an ill-gotten property or asset is forfeited in favor of the government without need for sequestration and filing of a judicial action:

Forfeiture is another mode where ownership of a private corporation is transferred to government. In *Major General Garcia v. Sandiganbayan*, it was discussed that the effect of forfeiture “is to transfer the title to the specific thing from the owner to the sovereign power.” In this case, there was no mention of whether Pantranco was forfeited. Thus, in the absence of evidence that Pantranco and its assets are ill-gotten, or that it has been forfeited, Pantranco remains to be a private corporation.³⁸⁶ (Citation omitted)

Here, Campos’s voluntary surrender of the properties was a forfeiture of ownership of the properties in favor of the government. The subsequent

³⁸⁴ Executive Order No. 149 (1993), sec. 3.

³⁸⁵ 773 Phil. 179 (2015) [Per J. Leonen, Second Division].

³⁸⁶ *Id.* at 218–219.

case filed by Ortigas questioning the ownership of the properties is not the judicial action contemplated under Executive Orders No. 1 and 2 and the Constitution.

No sequestration, freeze, or provisional takeover was ordered to take custody of the properties; thus, no subsequent judicial action was instituted to determine the nature and ownership of the properties. By virtue of the voluntary surrender, the Presidential Commission on Good Government can validly dispose of the properties in accordance with its authority inherited from the Asset Privatization Trust and the Disposition Authority.

This further settles Ortigas's claim that the government cannot claim the properties for lack of proof that government funds were used in acquiring the properties. The two properties were not acquired through sequestration, freezing, or provisional takeover, but voluntary surrender—a form of forfeiture that eliminates the need to institute a judicial action to determine the nature and ownership of the properties.

Ortigas argues that the Presidential Commission on Good Government's previous statement on not disposing of the properties estops the government from selling the two lots. We disagree.

A careful reading of the Sandiganbayan Order shows that the Commission's pronouncement was not unqualified. It did not commit to not sell the properties, but only that it would "not dispose of [the] properties *in any[]way that will be prejudicial to the alleged rights of [respondent].*" Thus, as long as the sale of the properties would not prejudice respondent's rights, if any, the Commission was not precluded from disposing the two lots.

Further, the Sandiganbayan clearly recognized the government's ownership over the two lots. In its Resolution, the Sandiganbayan stated that "the Republic is the owner of the properties in question. Hence, it is entitled to exercise its right of ownership over the said properties, including the right to enter into a lease agreement or agreements[.]"³⁸⁷

This is consistent with *City of Pasig v. Republic*,³⁸⁸ where this Court declared that the Republic has come to own the properties voluntarily surrendered by Campos:

As correctly found by the RTC and the Court of Appeals, the Republic of the Philippines owns the properties. Campos voluntarily surrendered MPLDC, which owned the properties, to the Republic of the Philippines. In *Republic of the Philippines v. Sandiganbayan*, the Court stated:

³⁸⁷ *Rollo* (G.R. No. 199031), pp. 70–71.

³⁸⁸ 671 Phil. 791 (2011) [Per J. Carpio, Second Division].

. . . Jose Y. Campos, “a confessed crony of former President Ferdinand E. Marcos,” voluntarily surrendered or turned over to the PCGG the properties, assets and corporations he held in trust for the deposed President. Among the corporations he surrendered were the Independent Realty Corporation and the Mid-Pasig Land Development Corporation.

In *Republic of the Philippines v. Sandiganbayan*, the Court stated:

The antecedent facts are stated by the Solicitor General as follows:

. . . .

“3. Sometime in the later part of August 1987, defendant Jose D. Campos, Jr., having been served with summons on August 5, 1987, filed with the respondent Court an undated ‘Manifestation and Motion to Dismiss Complaint with Respect to Jose D. Campos’ praying that he be removed as party defendant from the complaint on the grounds that he had ‘voluntarily surrendered or turned over any share in his name on [sic] any of the corporations referred to, aside from disclaiming any interest, ownership or right thereon to the Government of the Republic of the Philippines’ and that he was ‘entitled to the immunity granted by the Presidential Commission on Good Government pursuant to Executive Order No. 14, under the Commission’s Resolution dated May 28, 1986 to Mr. Jose Y. Campos and his family’ he ‘being a member of the immediate family of Jose Y. Campos.’

. . . .

In the instant case, the PCGG issued a resolution dated May 28, 1986, granting immunity from both civil and criminal prosecutions to Jose Y. Campos and his family. The pertinent provisions of the resolution read as follows:

“3.0. In consideration of the full cooperation of Mr. Jose Y. Campos to this Commission, his voluntary surrender of the properties and assets disclosed and declared by him to belong to deposed President Ferdinand E. Marcos to the Government of the Republic of the Philippines, his full, complete and truthful disclosures, and his commitment to pay a sum of money as determined by the Philippine Government, this Commission has decided and agreed:

. . . .

Undoubtedly, this resolution embodies a compromise agreement between the PCGG on one hand and Jose Y. Campos on the other. Hence, in exchange for the voluntary surrender of the ill-gotten properties acquired by the then President Ferdinand E. Marcos and his family which were in Jose Campos’ control, the latter and his family were given full immunity in both civil and criminal prosecutions. . . .

. . . .

By virtue of the PCGG’s May 28, 1986 resolution, Jose Campos, Jr. was given full immunity from both civil and criminal prosecutions in exchange for the “full cooperation of Mr. Jose Y. Campos to this Commission, his voluntary surrender of the properties and assets disclosed and declared by him to belong to deposed President Ferdinand E. Marcos to

the Government of the Republic of the Philippines, his full, complete and truthful disclosures, and his commitment to pay a sum of money as determined by the Philippine Government.” In addition, Campos, Jr. had already waived and surrendered to the Republic his registered equity interest in the Marcos/Romualdez corporations involved in the civil case.

Even as the Republic of the Philippines is now the owner of the properties in view of the voluntary surrender of MPLDC by its former registered owner, Campos, to the State, such transfer does not prevent a third party with a better right from claiming such properties in the proper forum. In the meantime, the Republic of the Philippines is the presumptive owner of the properties for taxation purposes.³⁸⁹ (Citations omitted)

Thus, as their declared owner, the Republic can validly sell these lots. The Sandiganbayan cannot prohibit the Presidential Commission on Good Government and Mid-Pasig from disposing of the properties.

III

Trial consists in the “judicial examination and determination of the issues between the parties to the action.”³⁹⁰ Parties submit evidence to support their claims and defenses. They have “the right ‘to a plenary trial of the case’ to ensure that they were given a right to fully present evidence on their respective claims.”³⁹¹ However, there are instances when trial may be dispensed with, such as the issuance of a summary judgment.³⁹²

Under Rule 35, Section 3 of the Rules of Court, a summary judgment may be rendered where “there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.”³⁹³ A claimant or a defending party may move for the issuance of a summary judgment.³⁹⁴

A summary judgment is “a procedural device for the prompt disposition of actions” that only raise legal issues, with “not a genuine issue as to any material fact.”³⁹⁵ It facilitates an expeditious disposition and favors judicial efficiency by weeding out sham, hollow claims and defenses, avoiding a long and expensive litigation.³⁹⁶

³⁸⁹ *Id.* at 802–804.

³⁹⁰ *Olivarez Realty Corporation v. Castillo*, 738 Phil. 737, 758 (2014) [Per J. Leonen, Third Division].

³⁹¹ *Id.*

³⁹² *Id.*

³⁹³ RULES OF COURT, Rule 35, sec. 3.

³⁹⁴ RULES OF COURT, Rule 35, secs. 1 and 2.

³⁹⁵ *Republic v. Sandiganbayan*, 453 Phil. 1059, 1119 (2003) [Per J. Corona, En Banc].

³⁹⁶ *Id.* at 1124.

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The crucial question in such proceedings is whether the issues raised are genuine as to justify a summary judgment.³⁹⁷ Genuine issues, as opposed to fictitious or sham issues, refer to factual issues that require the presentation of evidence.³⁹⁸ When the pleaded facts are not disputed, then there is no genuine issue as to the facts and a trial may be dispensed with.³⁹⁹

In some cases, factual issues may ostensibly require a trial, but a review of affidavits, depositions, or admissions on record may reveal that the issues are fictitious.⁴⁰⁰ In proceedings for summary judgment, the movant has the burden to show “the absence of any genuine issue of fact, or that the issue . . . is patently unsubstantial so as not to constitute a genuine issue for trial.”⁴⁰¹

In resolving a motion for summary judgment, all doubts as to the existence of a factual issue must be resolved against the moving party. The court resolving the motion must “take that view of the evidence most favorable to the party against whom it is directed, giving that party the benefit of all favorable inferences.”⁴⁰²

Nevertheless, an opposing party must still submit counterevidence to rebut a motion for summary judgment. Failure to controvert the motion signifies the lack of factual issue. In *Spouses Agbada v. Inter-Urban Developers, Inc.*:⁴⁰³

[T]he failure to adduce counter-evidence strongly indicated the absence of serious factual issue to prevent summary judgment. It has also been said that while parties are not required to offer affidavits in support of, or in opposition to, summary judgment motions, however, once a properly supported motion for summary judgment has been filed, an adverse party cannot rest upon the mere allegations or denials of his pleadings. As colorfully stated in American jurisprudence, “[the rule on summary judgment] . . . say[s] in effect ‘Meet these affidavit facts or judicially die.’ The party opposing summary judgment thus must offer either discovery responses or affidavits that set forth specific facts showing that there is a genuine issue for trial.”⁴⁰⁴ (Citations omitted)

Trial courts have limited authority to issue summary judgments. They are not granted the “jurisdiction to try summarily the factual issues upon affidavits”; they may only render a summary judgment if it is clearly shown that there is no genuine issue as to any material fact.⁴⁰⁵

³⁹⁷ *Wood Technology Corporation v. Equitable Banking Corporation*, 492 Phil. 106, 116 (2005) [Per J. Qaisumbing, First Division].

³⁹⁸ *Yuchengco v. Sandiganbayan*, 515 Phil. 1, 121 (2006) [Per J. Carpio Morales, En Banc].

³⁹⁹ *YKR Corporation v. Phil. Agri-Business Center Corporation*, 745 Phil. 666, 685 (2014) [Per J. Villarama, Jr., Third Division].

⁴⁰⁰ *Republic v. Sandiganbayan*, 453 Phil. 1059, 1089 (2003) [Per J. Corona, En Banc].

⁴⁰¹ *Marcelo v. Sandiganbayan*, 558 Phil. 126, 145 (2007) [Per J. Garcia, First Division].

⁴⁰² *Republic v. Sandiganbayan*, 663 Phil. 212, 321 (2011) [Per J. Bersamin, En Banc].

⁴⁰³ 438 Phil. 168 (2002) [Per J. Bellosillo, Second Division].

⁴⁰⁴ *Id.* at 195.

⁴⁰⁵ *Republic v. Sandiganbayan*, 663 Phil. 212, 322 (2011) [Per J. Bersamin, En Banc].

Here, the trial in one of the main Complaints has ended. The Sandiganbayan has already ruled on Civil Case No. 0093. Thus, the Motions for Summary Judgment have been rendered moot and will no longer bear any significance in disposing of the cases.

In any event, this Court affirms the Sandiganbayan's denial of the Motion for Summary Judgment regarding Ortigas's Complaint.

To recall, Ortigas mainly alleged in its Complaint that the Deeds of Sale it entered into with Marcos were void due to vitiated consent. The Presidential Commission on Good Government filed a Motion for Summary Judgment, claiming that Ortigas's and Silverio's causes of action have been invalidated by their admission in the stipulation of facts, judicial admissions in the pleadings, and the depositions of Campos and Gapud.⁴⁰⁶ It highlighted the documents whose authenticity was admitted in the stipulation of facts, containing Atty. Francisco's letters confirming the validity of the properties' sale and Silverio's role as a Marcos dummy:

Pertinent portions of the letter dated April 13, 1981 by Francisco Ortigas to then President Marcos reads:

“

I recall that Mrs. Marcos once asked me on the price of the land you bought from our company, consisting of about 16 hectares, to which an additional three [were] added. I explained that the price was P40.00 per square meter and on installment basis. This price is unquestionably very reasonable price compared to the prices of the surrounding areas. On inquiring about the present value of your property I expressed the opinion that it is worth about One Hundred Million Pesos considering that it is the choicest land in the vicinity of that area and the surroundings are fully developed, . . .

. . . .

In my inquiry from Mrs. Marcos about her plans on the property you purchased from our company she explained that her plans are to proceed with the “Twin Towers” (55 storey each) for embassies and commercial purposes. . . .

. . . I was also informed that Architect George Ramos and Minister Gerry Hipolito ha[ve] concluded plans for the Twin Towers Mrs. Marcos had planned to construct on your land.

. . . .

⁴⁰⁶ *Rollo* (G.R. Nos. 204368 & 204373), pp. 81–82.

As promised I will have another conference with you and the First Lady to put you up-to-date regarding our plans and implementation of the progress made in our area. Thanking you for the fine points you gave me on matters affecting Ortigas & Company.”

Pertinent Portions of the letter dated August 5, 1975 by Francisco Ortigas, Jr. to Imelda R. Marcos (Exh. 6) read:

“The whole Maharlika or Mid-Pasig Land Development Corporation property is now approximately 19 hectares For your information, we have had several prospective buyers for these 19 hectares but informed them to see Mr. Joselito Campos or Mr. Silverio or Mid-Pasig Land Development Corporation.” (As pointed out earlier, this portion of the Stipulation of Facts indicating that Silverio is a Marcos dummy just like J. Campos and Mid-Pasig, was never denied by Silverio although he had asked the withdrawal of certain portions of the Stipulation of Facts).⁴⁰⁷

According to the Commission, these statements affirm that the sale was made for a reasonable price and that Ortigas acknowledged the Marcoses’ ownership over the properties.⁴⁰⁸ It claims that the letters’ tenor also creates the impression that Ortigas and Marcos had a close business relationship, disproving Ortigas’s claim of intimidation.

Quite the contrary, even with the Deeds of Sale’s execution and the letters submitted, Ortigas presented a genuine issue that is anchored on contested factual questions. A summary judgment would be improper.

The admissions on the record are insufficient to put to rest Ortigas’s allegations of intimidation and undue influence. The remarks in the April 13, 1981 letter, such as “price of the land you bought from our company” and “unquestionably very reasonable price,” do not settle the issue of whether its consent had been vitiated.

As the Sandiganbayan ruled, assailing the validity of contracts based on vitiated consent requires presentation of extrinsic evidence. Intimidation and undue influence are matters not usually reflected in the terms of a document and are proved independently of the writing. The Parol Evidence Rule precisely allows for the presentation of extrinsic evidence if the validity of the agreement is put in issue.⁴⁰⁹

⁴⁰⁷ *Id.* at 263–265.

⁴⁰⁸ *Id.* at 278.

⁴⁰⁹ RULES OF COURT (1997), Rule 130, sec. 9 provides:

Section 9. Evidence of written agreements. — When the terms of an agreement have been reduced to writing, it is considered as containing all the terms agreed upon and there can be, between the parties and their successors in interest, no evidence of such terms other than the contents of the written agreement.

Furthermore, while Campos mentioned that Atty. Francisco and Marcos had a good relationship, he also disclosed that Atty. Francisco was his critic.⁴¹⁰ Campos's testimony, then, must be fully scrutinized and weighed against Ortigas's claim and evidence.

With these doubts, a summary judgment cannot be rendered. Again, a summary judgment is only warranted where there is a clear and absolute absence of a genuine issue. If doubt remains over factual issues, a summary judgment cannot replace a trial.

Similarly, the Sandiganbayan did not gravely abuse its discretion in denying Ortigas's Motion for Summary Judgment.

The Commission and Mid-Pasig allegedly admitted that Marcos had acquired the properties through intimidation and undue influence by admitting the due execution of the criminal complaints, to which Atty. Francisco's Affidavit was attached. This, however, did not put to rest the allegation of intimidation and undue influence.

As the Sandiganbayan had earlier determined, a full-blown trial is necessary to resolve the parties' conflicting claims. The Commission notably made a reservation—admitting only the existence of Atty. Francisco's Affidavit and the act of filing criminal complaints, but not its contents. We also cannot give credit to Ortigas's claim that a summary judgment was proper, given that Atty. Francisco's Affidavit had been included in the record even before Ortigas filed the Request for Admission. The Commission and Ortigas essentially had the same evidence when they filed their respective Motions for Summary Judgment. It is absurd for Ortigas to move for summary judgment when it opposed the Commission's earlier Motion.

However, as to Silverio's Complaint, we find that a summary judgment may be rendered.

The evidence on record does not favor Silverio. He mainly contends that he owned 30% of Anchor Estate's shares, which should not be deemed

However, a party may present evidence to modify, explain or add to the terms of the written agreement if he puts in issue in his pleading:

- (a) An intrinsic ambiguity, mistake or imperfection in the written agreement;
- (b) The failure of the written agreement to express the true intent and agreement of the parties thereto;
- (c) The validity of the written agreement; or
- (d) The existence of other terms agreed to by the parties or their successors in interest after the execution of the written agreement

The term "agreement" includes wills.

Note that the most recent amendments to the Rules on Evidence placed the Parol Evidence Rule under Rule 130, Section 10.

⁴¹⁰ *Rollo* (G.R. Nos. 204368 & 204373), p. 284.

part of the ill-gotten wealth because he was not a Marcos nominee. However, he failed to submit the stock certificate evidencing his ownership of the shares. He also did not answer why he endorsed several stock certificates of corporations belonging to Marcos. Without first establishing his ownership of the shares, Silverio cannot assail the validity of the transfer of Anchor Estate's rights and interests to Mid-Pasig.

Even if he owned the 30% shares, his claim has been barred by laches. Anchor Estate's rights and interests were transferred to Mid-Pasig in 1971, but Silverio only sued in 1992, or 21 years after the transfer.

IV

This Court now proceeds to resolve the issue around which the main Complaint revolves: the issue of whether the sale of the properties in these cases were valid.

IV (A)

First, we lay to rest the procedural issue raised by the Presidential Commission on Good Government and Mid-Pasig. They contend that the main Complaint filed by Ortigas has been barred by the four-year prescriptive period and laches, and that Atty. Ignacio's testimony is inadmissible for being hearsay and for violating the dead man's statute.

An action for annulment of a contract due to intimidation shall be brought within four years "from the time the defect of the consent ceases."⁴¹¹

Here, Ortigas sufficiently alleged in its Complaint that it was forced to sell the properties to the Marcos Spouses after they had threatened Atty. Francisco of grave repercussions. Given these allegations, the four-year prescriptive period ran not from the date of the contracts' execution, but from February 21, 1986,⁴¹² when Marcos was ousted and when the alleged intimidation ceased.

Ortigas's filing of the Complaint on February 21, 1990, therefore, was still well within the prescriptive period.⁴¹³

⁴¹¹ CIVIL CODE, art. 1391 states:

Article 1391. The action for annulment shall be brought within four years.

This period shall begin:

In cases of intimidation, violence or undue influence, from the time the defect of the consent ceases.

In case of mistake or fraud, from the time of the discovery of the same.

And when the action refers to contracts entered into by minors or other incapacitated persons, from the time the guardianship ceases.

⁴¹² *Associated Bank v. Spouses Montano*, 619 Phil. 128, 139 (2009) [Per J. Nachura, Third Division].

⁴¹³ *Rollo* (G.R. No. 235735), p. 143.

Necessarily, there is no estoppel by laches. Laches is “the failure or neglect, for an unreasonable and unexplained length of time, to do that which—by the exercise of due diligence—could or should have been done earlier.”⁴¹⁴ Laches deals “with the effect of delay and not the period of time that has lapsed.”⁴¹⁵ It will only apply in the absence of statutory law. Given that Ortigas timely filed the Complaint, there can be no delay in assailing the validity of the sale.

IV (B)

As a rule, only questions of law may be raised in petitions filed under Rule 45 of the Rules of Court.⁴¹⁶ This Court is not a trier of facts and it is not equipped to resolve questions of fact.⁴¹⁷ The factual findings of the trial courts, such as the Sandiganbayan, when supported by substantial evidence, are generally final, binding, and conclusive upon this Court.⁴¹⁸

Nevertheless, this rule admits exceptions, including when: (1) the conclusion is a finding grounded entirely on speculation, surmises, or conjectures; (2) the inference made is manifestly mistaken, absurd, or impossible; (3) there is grave abuse of discretion; (4) the judgment is based on a misapprehension of facts; (5) the findings of fact are conflicting; (6) the Sandiganbayan, in making its findings, went beyond the issues of the case, and its findings are contrary to the admissions of the parties; (7) the findings of fact are conclusions without citation of specific evidence on which they are based; (8) the facts in the petition and in the petitioner’s main and reply briefs are not disputed by the respondents; and (9) the Sandiganbayan’s findings of fact are premised on lack of evidence and are contradicted by the evidence on record.⁴¹⁹

When a party claims an exception, it must allege, substantiate, and prove that its petition falls under the exception. This Court retains full discretion on whether to review the lower courts’ factual findings.⁴²⁰

A petition raises a question of fact when it assails the “correctness of the lower court’s appreciation of the evidence.”⁴²¹ It requires a “review of the truthfulness or falsity of the allegations of the parties.”⁴²²

⁴¹⁴ *Coironer-Zacarias v. Spouses Revilla*, 742 Phil. 692, 704 (2014) [Per J. Leonen, Second Division].

⁴¹⁵ *Spouses Aboitiz v. Spouses Po*, 810 Phil. 123, 148 (2017) [Per J. Leonen, Second Division].

⁴¹⁶ RULES OF COURT, Rule 45, sec. 1.

⁴¹⁷ *Pascual v. Burgos*, 776 Phil. 167, 182 (2016) [Per J. Leonen, Second Division].

⁴¹⁸ *Lee v. Sandiganbayan, First Division*, G.R. Nos. 234664–67, January 12, 2021, <<https://elibrary.judiciary.gov.ph/thebookshelf/showdocs/1/66813>> [Per C.J. Peralta, First Division].

⁴¹⁹ *Id.*, citing *Pascual v. Burgos*, 776 Phil. 167, 182–183 (2016) [Per J. Leonen, Second Division].

⁴²⁰ *Pascual v. Burgos*, 776 Phil. 167, 169 (2016) [Per J. Leonen, Second Division].

⁴²¹ *Lee v. Sandiganbayan, First Division*, G.R. Nos. 234664–67, January 12, 2021, <<https://elibrary.judiciary.gov.ph/thebookshelf/showdocs/1/66813>> [Per C.J. Peralta, First Division].

⁴²² *Id.*

Here, Ortigas clearly raises questions of fact in its Petition. It questions the Sandiganbayan's evidentiary appreciation, particularly its reliance on several documentary evidence, its rejection of Atty. Francisco's Affidavit, and its evaluation of Atty. Ignacio's testimony. Ortigas avers that the Sandiganbayan's findings are grounded on speculations, that the inference it made is manifestly mistaken, that there was a misapprehension of facts, and that its findings are contradicted by the evidence on record.

A careful review of the Petition and these cases does not show that the Sandiganbayan gravely erred in its findings and appreciation of evidence.

IV (C)

A contract of sale is perfected by mere consent.⁴²³ For consent to be valid, "(a) it should be intelligent, or with an exact notion of the matter to which it refers; (b) it should be free; and (c) it should be spontaneous."⁴²⁴

Under Article 1390 of the Civil Code, contracts are voidable when parties gave their consent by "mistake, violence, intimidation, undue influence[,] or fraud":

ARTICLE 1390. The following contracts are voidable or annulable, even though there may have been no damage to the contracting parties:

- (1) Those where one of the parties is incapable of giving consent to a contract;
- (2) Those where the consent is vitiated by mistake, violence, intimidation, undue influence or fraud.

These contracts are binding, unless they are annulled by a proper action in court. They are susceptible of ratification.

Courts have broad discretion in determining whether consent has been vitiated. They may consider various factors surrounding the contract, such as the parties' ages, any physical infirmity, their intelligence, their relationship, and their conduct during and after the contract's execution.⁴²⁵

Intimidation exists "when one of the contracting parties is compelled by a reasonable and well-grounded fear of an imminent and grave evil upon

⁴²³ *Oberes v. Oberes*, G.R. No. 211422, October 16, 2019. <<https://elibrary.judiciary.gov.ph/thebookshelf/showdocs/1/65847>> [Per J. J.C. Reyes, Jr., Second Division].

⁴²⁴ *Id.*

⁴²⁵ *Mangahas v. Brobio*, 648 Phil. 560, 568 (2010) [Per J. Nachura, Second Division].

[their] person or property, or upon the person or property of [their] spouse, descendants or ascendants, to give [their] consent.”⁴²⁶

In *De Leon v. Court of Appeals*,⁴²⁷ this Court ruled that to prove intimidation, the following requisites must concur:

(1) that the intimidation must be the determining cause of the contract, or must have caused the consent to be given; (2) that the threatened act be unjust or unlawful; (3) that the threat be real and serious, there being an evident disproportion between the evil and the resistance which all men can offer, leading to the choice of the contract as the lesser evil; and (4) that it produces a reasonable and well-grounded fear from the fact that the person from whom it comes has the necessary means or ability to inflict the threatened injury.⁴²⁸

In determining the degree of intimidation, “the age, sex[,] and condition of the person shall be borne in mind.”⁴²⁹

In *Sicangco v. National Labor Relations Commission*,⁴³⁰ this Court ruled that it was unconvincing that the lawyer was coerced to sign a quitclaim when he specialized in labor relations and knew his basic rights as an employee, which eventually helped him negotiate higher separation benefits.⁴³¹ Held the Court, a lawyer would not be easily coerced into signing documents.⁴³²

Similarly, in *Lee v. Court of Appeals*,⁴³³ this Court ruled that there was no intimidation when the respondent was asked to sign a withdrawal slip and an affidavit admitting liability in a fraudulent check withdrawal. In rejecting the respondent’s claim, this Court considered that she was a highly educated person who was knowledgeable with banking procedures and should have understood the standards required in her work.⁴³⁴

The law presumes that private transactions have been fair and regular, that the ordinary course of business has been followed, and that there has been sufficient consideration for every contract.⁴³⁵ The party challenging the

⁴²⁶ CIVIL CODE, art. 1335.

⁴²⁷ 264 Phil. 711 (1990) [Per J. Medialdea, First Division].

⁴²⁸ *Id.* at 726.

⁴²⁹ CIVIL CODE, art. 1335.

⁴³⁰ 305 Phil. 102 (1994) [Per J. Cruz, First Division].

⁴³¹ *Id.* at 107–108.

⁴³² *Id.* at 109.

⁴³³ 278 Phil. 421 (1991) [Per J. Medialdea, First Division].

⁴³⁴ *Id.* at 425.

⁴³⁵ RULES OF COURT, Rule 131, sec. 3(p), (q), and (r) provide:

Section 3. Disputable presumptions. — The following presumptions are satisfactory if uncontradicted, but may be contradicted and overcome by other evidence:

...

contract's validity bears the burden of overturning these presumptions and proving intimidation by clear and convincing evidence.⁴³⁶ Mere allegations are not sufficient.⁴³⁷ Without establishing the details on how one is coerced or intimidated into signing a contract, this Court has no way of determining the degree and certainty of intimidation exercised upon them.⁴³⁸

Dissatisfaction in the negotiations and subsequent financial loss are not defects of the contract. Even a contract entered into against a party's wishes or even against their better judgment is just as valid and binding. Even if consent is given reluctantly, it still binds the party if freely given.⁴³⁹ In *Lee*, citing *Vales v. Villa*,⁴⁴⁰ this Court said:

It is clear that one acts as voluntarily and independently in the eye of the law when he acts reluctantly and with hesitation as when he acts spontaneously and joyously. Legally speaking he acts as voluntarily and freely when he acts wholly against his better sense and judgment as when he acts in conformity with them. Between the two acts there is no difference in law. But when his sense, judgment, and his will rebel and he refuses absolutely to act as requested, but is nevertheless overcome by force or intimidation to such an extent that he becomes a mere automaton and acts mechanically only, a new element enters, namely, a disappearance of the personality of the actor. He ceases to exist as an independent entity with faculties and judgment, and in his place is substituted another – the one exercising the force or making use of the intimidation. While his hand signs, the will which moves it is another's. While a contract is made, it has, in reality and in law, only one party to it; and, there being only one party, the one using the force or the intimidation, it is unenforceable for lack of a second party

From these considerations it is clear that every case of alleged intimidation must be examined to determine within which class it falls. If it is within the first class it is not duress in law, if it falls in the second, it is.⁴⁴¹

Moreover, gross inadequacy of the price does not necessarily invalidate a contract. Article 1470 of the Civil Code states:

ARTICLE 1470. Gross inadequacy of price does not affect a contract of sale, except as it may indicate a defect in the consent, or that the parties really intended a donation or some other act or contract.

(p) That private transactions have been fair and regular;(q) That the ordinary course of business has been followed;

(r) That there was a sufficient consideration for a contract[.]

⁴³⁶ *See Lim, Jr. v. San*, 481 Phil. 421 (2004) [Per J. Ynares-Santiago, First Division].

⁴³⁷ *Lim, Jr. v. San*, 481 Phil. 421, 428 (2004) [Per J. Ynares-Santiago, First Division].

⁴³⁸ *Spouses Ramos v. Obispo*, 705 Phil. 221, 230 (2013) [Per J. Villarama, Jr., First Division].

⁴³⁹ *Quintos v. Development Bank of the Philippines*, 766 Phil. 601, 646 (2015) [Per J. Leonardo-De Castro, First Division].

⁴⁴⁰ *Martinez v. Hongkong & Shanghai Banking Corporation*, 15 Phil. 252, 258 (1910) [Per J. Moreland, First Division].

⁴⁴¹ 35 Phil. 769 (1916) [Per J. Moreland, First Division].

⁴⁴¹ *Lee v. Court of Appeals*, 278 Phil. 421, 427 (1991) [Per J. Medialdea, First Division].

A party challenging a contract's validity based on gross inadequacy of price should first prove a defect in the consent.⁴⁴² The disadvantageous price does not per se make the contract defective. Contracts are still valid even without a hope of advantage or profit.⁴⁴³

Here, Ortigas, being the party disputing the contracts' validity, bears the burden of proving that it was intimidated into executing the sale. Upon scrutiny, we find no sufficient evidence that Ortigas was coerced, forced, or intimidated into selling its properties to the Marcos Spouses.

Ortigas mainly relies on Atty. Francisco's Affidavit and Atty. Ignacio's testimony. Atty. Ignacio claimed in his testimony that Atty. Francisco had confided in him about the coercion and intimidation employed by Marcos.⁴⁴⁴ Ortigas further maintains that the Sandiganbayan erred in admitting the Commission and Mid-Pasig's documentary evidence for violating the Best Evidence Rule and for disregarding Atty. Francisco's Affidavit attached to the criminal complaints against Imelda.

For purposes of introducing documentary evidence in court, documents are classified as public or private. Rule 132, Section 19 of the Rules on Evidence distinguishes between a public and a private document:

SECTION 19. Classes of documents. — For the purpose of their presentation in evidence, documents are either public or private.

Public documents are:

- (a) The written official acts, or records of the official acts of the sovereign authority, official bodies and tribunals, and public officers, whether of the Philippines, or of a foreign country;
- (b) Documents acknowledged before a notary public except last wills and testaments; and
- (c) Public records, kept in the Philippines, of private documents required by law to be entered therein.

All other writings are private.

A public document is self-authenticating, which means it does not require further authentication to be presented in court.⁴⁴⁵ This is due to its official or sovereign character, its acknowledgment before a notary public or a competent public official, or because it is a public record of a private writing authorized by law.⁴⁴⁶ Meanwhile, a private document must be authenticated per the rules on evidence because it lacks the official or sovereign character

⁴⁴² *Philippine Free Press, Inc. v. Court of Appeals*, 510 Phil. 411, 431 (2005) [Per J. Garcia, Third Division].

⁴⁴³ *Martinez v. Hongkong & Shanghai Banking Corporation*, 15 Phil. 252, 258 (1910) [Per J. Moreland, First Division].

⁴⁴⁴ *Rollo* (G.R. No. 235735), pp. 129–132.

⁴⁴⁵ *Patula v. People*, 685 Phil. 376, 397 (2012) [Per J. Bersamin, First Division].

⁴⁴⁶ *Id.*

or the solemnities prescribed by law.⁴⁴⁷ A private document is authenticated by proving its due execution and authenticity. Rule 132, Section 20 of the Rules on Evidence provides:

SECTION 20. Proof of private documents. — Before any private document offered as authentic is received in evidence, its due execution and authenticity must be proved either:

- (a) By anyone who saw the document executed or written; or
- (b) By evidence of the genuineness of the signature or handwriting of the maker.

Any other private document need only be identified as that which it is claimed to be

In *Benguet Exploration, Inc. v. Court of Appeals*,⁴⁴⁸ this Court discussed the import of admitting the genuineness and authenticity of the document:

The admission of the due execution and genuineness of a document simply means that “the party whose signature it bears admits that he [or she] signed it or that it was signed by another for him [or her] with his authority; that at the time it was signed it was in words and figures exactly as set out in the pleading of the party relying upon it; that the document was delivered; and that any formal requisites required by law, such as a seal, an acknowledgment, or revenue stamp, which it lacks, are waived by him [or her].” In another case, we held that “When the law makes use of the phrase ‘genuineness and due execution of the instrument’ it means nothing more than that the instrument is not spurious, counterfeit, or of different import on its face from the one executed.”⁴⁴⁹ (Citations omitted)

Nevertheless, a private document no longer needs to be authenticated in the following instances:

- (a) when the document is an ancient one within the context of Section 21, Rule 132 of the Rules of Court; (b) when the genuineness and authenticity of an actionable document have not been specifically denied under oath by the adverse party; (c) when the genuineness and authenticity of the document have been admitted; (d) when the document is not being offered as genuine.⁴⁵⁰ (Citations omitted)

Authentication is not necessary when the parties admit the document’s genuineness and due execution.⁴⁵¹ When this is admitted in the stipulation of facts, the party’s admission is treated as a judicial admission:⁴⁵²

⁴⁴⁷ *Id.*

⁴⁴⁸ 404 Phil. 270 (2001) [Per J. Mendoza, Second Division].

⁴⁴⁹ *Id.* at 287.

⁴⁵⁰ *Patula v. People*, 685 Phil. 376, 397–398 (2012) [Per J. Bersamin, First Division].

⁴⁵¹ *Rodriguez v. Your Own Home Development Corporation*, G.R. No. 199451, August 15, 2018, <<https://elibrary.judiciary.gov.ph/thebookshelf/showdocs/1/64599>> [Per J. Leonen, Third Division].

⁴⁵² *SCC Chemicals Corporation v. Court of Appeals*, 405 Phil. 514, 522–523 (2001) [Per J. Quisumbing, Second Division].

A stipulation of facts is a judicial admission of all the facts stated therein. When counsel for the appellants affixed his signature thereto, he admitted, in behalf of his clients, all the facts therein stated, including all changes made thereon, unless the admission was made through palpable mistake. Counsel for the appellants knew of the alterations made in the stipulation of facts before its submission to the court. If he had any objection to the alterations, he should have insisted that only the initialed alterations be considered, and should have objected to the submission of the case on the basis of the stipulation of facts as altered.⁴⁵³

Thus, the documents admitted no longer require further proof of due execution. The party later impugning the document's authenticity cannot rely on the Best Evidence Rule.

In *SCC Chemicals Corporation v. Court of Appeals*,⁴⁵⁴ the petitioner questioned the authenticity of the documents submitted by the respondents, alleging that there was no proof of genuineness of the signatures in the documents. The petitioner further contended that since the documents' originals were not presented in court, they were precluded by the Best Evidence Rule.⁴⁵⁵

In rejecting the petitioner's position, this Court held that the parties' admission as to the documents' execution during pre-trial is a judicial admission. Thus, there is no need for further authentication and submission of the original copies:

[P]etitioner's admission as to the execution of the promissory note by it through private respondent . . . at pre-trial sufficed to settle the question of the genuineness of signatures. The admission having been made in a stipulation of facts at pre-trial by the parties, it must be treated as a judicial admission. Under Section 4, Rule 129 of the Rules of Court, a judicial admission requires no proof.

Nor will petitioner's reliance on the "best evidence rule" advance its cause. Respondent SIHI had no need to present the original of the documents as there was already a judicial admission by petitioner at pre-trial of the execution of the promissory note and receipt of the demand letter. It is now too late for petitioner to be questioning their authenticity. Its admission of the existence of these documents was sufficient to establish its obligation.⁴⁵⁶ (Citations omitted)

Here, Ortigas questions the Sandiganbayan's admission of the Commission and Mid-Pasig's pieces of documentary evidence, arguing that

⁴⁵³ *Philippine Education Company, Inc. v. Manila Port Service*, 137 Phil. 664, 667-668 (1969) [Per J. Makalintal, En Banc].

⁴⁵⁴ 405 Phil. 514 (2001) [Per J. Quisumbing, Second Division].

⁴⁵⁵ *Id.* at 520-521.

⁴⁵⁶ *Id.* at 522-523.

they were merely “certified xerox copies.”⁴⁵⁷ The genuineness of the following documents are impugned: (a) the July 25, 1975 letter addressed to Campos from Atty. Francisco; (b) the August 5, 1975 letter addressed to Imelda Marcos from Atty. Francisco; (c) summary attached to the August 5, 1975 letter; (d) an August 5, 1975 telegram addressed to Marcos from Atty. Francisco; and (e) the April 13, 1981 letter.

Further, Ortigas contends that the Supplementary Agreement should be excluded because it was not notarized.⁴⁵⁸

The Sandiganbayan did not err in admitting and giving evidentiary weight to the documents. Except for the summary attached to the August 5, 1975 letter, Ortigas admitted the genuineness of the documents during pre-trial, as reflected in the Pre-trial Order:

18. The genuineness of the following documents was also admitted by the parties:

- a. *Letter dated April 13, 1981 to Ferdinand E. Marcos and Imelda R. Marcos, from Francisco Ortigas, Jr. (marked as Exhibit “1”)*
- b. *Deed of Transfer of Rights, dated August 7, 1971, from the Maharlika Estate Corporation (“MAHARLIKA”) to MID-PASIG (marked as Exhibit “2”)*
- c. *Deed of Sale between MID-PASIG and ORTIGAS, dated August 10, 1971, over a 16-hectare portion of the property in litigation (marked as Exhibit “3”)*
- d. *Supplementary Agreement, dated August 10, 1971, between ORTIGAS and MID-PASIG (marked as Exhibit “4”)*
- e. *Deed of Transfer between ORTIGAS and MID-PASIG over an additional area of 24,891 square meters, more or less (marked as Exhibit “5”)*
- f. *Letter dated August 5, 1975, addressed to Imelda R. Marcos, with an attached summary (marked as Exhibit “6”)*
- g. *Telegram dated August 5, 1975, addressed to Ferdinand E. Marcos from Francisco Ortigas, Jr. (marked as Exhibit “7”)*
- h. *Letter dated July 25, 1975, addressed to Joselito Campos, sent by Francisco Ortigas, Jr. (marked as Exhibit “8”)*
- i. *Development Map for “Mandaloyon Estate” (marked as Exhibit “9”)*⁴⁵⁹ (Emphasis supplied)

This admission is reiterated in the stipulation of facts.⁴⁶⁰ Ortigas did not contend with the admission of these documents. It cannot now cite the Best Evidence Rule to reject these documents. Their genuineness and due execution must be treated as a judicial admission.

⁴⁵⁷ *Rollo* (G.R. No. 214658), p. 51.

⁴⁵⁸ *Rollo* (G.R. No. 253735), p. 84.

⁴⁵⁹ *Id.* at 912.

⁴⁶⁰ *Id.* at 933–934.

As to Atty. Francisco's Affidavit, the Sandiganbayan correctly excluded this document.

While affidavits are considered public documents if notarized, they are still classified as hearsay evidence.⁴⁶¹ This is because an adverse party has no opportunity to cross-examine the affiant. Moreover, the affidavit is generally not prepared by the affiant, but by someone else who uses their own language, possibly omitting or misunderstanding the affiant's testimony. Thus, affidavits are not admissible for being hearsay, unless the affiants themselves are placed on the witness stand.⁴⁶²

During his lifetime, Atty. Francisco was not presented in court to identify the Affidavit. Since he is no longer around to establish the Affidavit's due execution,⁴⁶³ it cannot now be given probative value.

Moreover, the Affidavit being attached to the criminal complaints against Imelda is not an adoptive admission on the Presidential Commission on Good Government's part.

There is adoptive admission when a party, by "words or conduct, voluntarily adopt[s] or ratif[ies] another's statement."⁴⁶⁴ It is a component of judicial admission under Rule 129, Section 4 of the Rules on Evidence:

SECTION 4. Judicial admissions. — An admission, verbal or written, made by the party in the course of the proceedings in the same case, does not require proof. The admission may be contradicted only by showing that it was made through palpable mistake or that the imputed admission was not, in fact, made.

Through adoptive admission, "a third person's statement becomes the admission of the party embracing or espousing it."⁴⁶⁵ It may occur when one:

- (a) expressly agrees to or concurs in an oral statement made by another;
- (b) hears a statement and later on essentially repeats it;
- (c) utters an acceptance or builds upon the assertion of another;
- (d) replies by way of rebuttal to some specific points raised by another but ignores further points which he or she has heard the other make or

⁴⁶¹ *Republic v. Marcos-Manotoc*, 681 Phil. 380, 404–405 (2012) [Per J. Sereno, Second Division].

⁴⁶² *Id.* at 405.

⁴⁶³ *Rollo* (G.R. No. 235725), p. 52.

⁴⁶⁴ *Republic v. Kemrick Development Corporation*, 529 Phil. 876, 881 (2006) [Per J. Corona, Second Division].

⁴⁶⁵ *Id.* at 882

(e) reads and signs a written statement made by another.⁴⁶⁶

Adoptive admission requires that a party “clearly and unambiguously assented to or adopted the statements of another[.]”⁴⁶⁷ It must be conclusive, meaning, the party alleged to have adopted the statements never denied or contradicted the third person’s statements.⁴⁶⁸

Here, the Commission and Mid-Pasig repeatedly repudiated the contents of Atty. Francisco’s Affidavit. They submitted the Deeds of Sale and Transfer and other documents establishing the validity of the properties’ sale.⁴⁶⁹ They never expressly agreed with the statements in Atty. Francisco’s Affidavit. They never reiterated its content or built upon it in the civil case. Moreover, as the Sandiganbayan pointed out, the present civil case is distinct from the criminal complaints to which the Affidavit was attached. As mandated by the Rules on Evidence, judicial admissions must be made by the party during the proceedings in the same case.⁴⁷⁰

Thus, the attachment of Atty. Francisco’s Affidavit to the criminal complaints is not deemed an adoptive admission and does not bind the Commission and Mid-Pasig.

As to Atty. Ignacio’s testimony, references to Atty. Francisco’s alleged disclosure cannot be wholly admitted.

As a rule, witnesses “can testify only to those facts which [they know] of [their] personal knowledge[.]”⁴⁷¹ Thus, they cannot testify on what they merely learned from others.⁴⁷² There are, however, exceptions to this rule, one of which is the doctrine of independently relevant statements. Under this doctrine, hearsay may be admissible in evidence “where only the fact that such statements were made is relevant, and the truth or falsity thereof is immaterial.”⁴⁷³ Thus, a witness is competent to testify on a fact derived from their own perception, where the purpose is merely to establish that the statement was made or to establish its tenor,⁴⁷⁴ regardless of the truth or falsity of the statement.⁴⁷⁵

⁴⁶⁶ *Id.*

⁴⁶⁷ *Id.* at 881–882.

⁴⁶⁸ *Id.* at 882.

⁴⁶⁹ *Rollo* (G.R. No. 235735), pp. 921–924.

⁴⁷⁰ RULES OF COURT, Rule 129, sec. 4.

⁴⁷¹ RULES OF COURT, Rule 130, sec. 22.

⁴⁷² RULES OF COURT, Rule 130, sec. 24; *People v. Malibiran*, 604 Phil. 556, 582 (2009) [Per J. Austria-Martinez, Third Division].

⁴⁷³ *People v. Malibiran*, 604 Phil. 556, 582 (2009) [Per J. Austria-Martinez, Third Division].

⁴⁷⁴ *Id.*

⁴⁷⁵ *Buenajlor Car Services, Inc. v. David, Jr.*, 798 Phil. 195, 207 (2016) [Per J. Perlas-Bernabe, First Division].

Here, Atty. Ignacio's testimony as to Atty. Francisco's statements on the Marcos Spouses' intimidation may be admitted only to establish that Atty. Francisco relayed those statements to Atty. Ignacio, as well as their tenor. Under the doctrine of independently relevant statements, the veracity of Atty. Francisco's statements to Atty. Ignacio is not readily admitted.

Given these evidentiary rules, Atty. Ignacio's testimony, along with the other remaining pieces of documentary evidence, is insufficient to establish intimidation.

Atty. Ignacio did not participate in the sale of the first property.⁴⁷⁶ When the general partners of Ortigas deliberated on the first sale, he was not yet a member of the Board of Directors.⁴⁷⁷ Thus, no evidentiary weight can be accorded to his testimony. Further, while he was already Ortigas's corporate secretary when the second sale transpired, his claim that the transaction was borne out of threat was not corroborated by other evidence.

Ortigas submitted several pieces of documentary evidence before the Sandiganbayan, but none support Atty. Ignacio's claim. These documents are the following:

Exhibit	Document
A	Agreement dated April 22, 1968 between OCLP and the Community Sisters of St. Paul De Chartres, Inc.
B	Deed of Sale dated April 5, 1972 between Ortigas and the Community Sisters of St. Paul De Chartres, Inc.
U	Transfer Certificate of Title No. 358535 issued in the name of the Community Sisters of St. Paul De Chartres, Inc.
C	Deed of Sale dated August 14, 1969 between Ortigas and Jesus Yujuico
S	Transfer Certificate of Title No. 260092 issued in the name of Jesus Yujuico
D	Deed of Sale dated September 5, 1968 between Ortigas and Manila Electric Co., Inc.
E	Deed of Sale dated August 14, 1969 between Ortigas and Jesus Yujuico
T	Transfer Certificate of Title No. 260093 issued in the name of Jesus Yujuico
F	Deed of Sale dated July 1, 1969 between Ortigas and Benpres Corporation
G	Deed of Sale dated January 6, 1975 between Ortigas and Benpres Corporation
V	Transfer Certificate of Title No. 476683 issued in the name of Benpres Corporation

⁴⁷⁶ *Rollo* (G.R. No. 235735), p. 867.

⁴⁷⁷ *Id.* at 149.

H	Deed of Sale dated June 17, 1969 between Ortigas and Clavecilla Electronics & Telecommunications Corporation
I	Complaint dated July 30, 1991 filed before the Office of the Ombudsman on August 6, 1991 by the Office of the Solicitor General against Imelda Marcos for violation of Presidential Decree No. 46, entitled Republic of the Philippines v. Imelda Romualdez Marcos, docketed as CPL-91-1730.
J	Complaint dated July 30, 1991 filed before the Office of the Ombudsman on August 6, 1991 by the Office of the Solicitor General against Imelda Marcos for violation of Section 3(e) of Republic Act No. 3019, entitled Republic of the Philippines v. Imelda Romualdez Marcos, docketed as CPL-91-1731
K	Affidavit executed by Francisco Ortigas, Jr. dated January 19, 1987
M	Deed of Conditional Sale dated May 31, 1968 between Ortigas and Maharlika Estate Corporation
M	Deed of Sale dated August 10, 1971 between Ortigas and Mid-Pasig
O	Supplementary Agreement dated August 10, 1971 between Ortigas and Mid-Pasig
P	Deed of Transfer dated December 9, 1974 between Ortigas and Mid-Pasig
Q	Transfer Certificate of Title No. 337158 covering the First Property, issued in the name of Mid-Pasig
R	Transfer Certificate of Title No. 469702 covering the Second Property, issued in the name of Mid-Pasig
W	Minutes of the Regular Meeting of the General Partners of Ortigas dated March 14, 1961
X	Management Agreement between Ortigas and Ramirez & Ortigas dated March 14, 1961
Z	Minutes of the Special Meeting of the General Partners dated September 15, 1945
AA	Management Agreement dated September 15, 1945
Y	Minutes of the Regular Meeting of the General Partners of Ortigas dated February 29, 1970
BB	Comparison of Terms and Conditions
CC, CC-1 to CC-4	Statements of Account and Billing Invoices issued by the law firm SyCip Salazar Hernandez & Gatmaitan
DD, DD-1 to DD-37	Official Receipts issued by the law firm SyCip Salazar Hernandez & Gatmaitan
No Marking	Judicial Affidavit of Atty. Ignacio R. Ortigas
No Marking	Supplemental Judicial Affidavit of Atty. Igancio R. Ortigas dated April 10, 2017
No Marking	Judicial Affidavit of Xantine Kristel C. Morales dated April 10, 2017
No Marking	Judicial Affidavit of Atty. Jose Antonio V. Evangelista III dated July 31, 2017 ⁴⁷⁸

⁴⁷⁸ *Id.* at 133-135.

Ortigas adds that the Deeds and other documents appear to be regular as they were notarized because Marcos precisely employed intimidation and undue influence to make the transactions appear valid.⁴⁷⁹ Thus, it maintains that the irregularities may be established by oral evidence.⁴⁸⁰

However, these documents are submitted by Ortigas itself and admitted by the court. In any case, none of the admissible pieces of evidence validate Atty. Ignacio's claims of intimidation and coercion. Atty. Ignacio refers to various minutes of board meetings to prove that Ortigas's Board of Directors discussed steps to recover the properties, but none of the partners appeared before the court to confirm that the discussions transpired. While some members submitted Affidavits, the Affidavits' due execution and contents were not established by any of the affiants.⁴⁸¹ Thus, apart from Atty. Ignacio's assertion, there is no other clear and convincing evidence to prove that Ortigas was coerced and intimidated into selling the property.

Ortigas asserts that Atty. Ignacio and the rest of the Board of Directors' decision should be seen within the context of the Marcos regime. However, this Court has already clarified that while abuses proliferated under martial law, it is not per se a consent-vitiating phenomenon. The political climate then does not automatically invalidate the transaction. For this Court to give weight to such a claim, Ortigas must prove how martial law specifically affected Ortigas, Atty. Francisco, and the rest of the Board of Directors.⁴⁸²

Also worth noting, Atty. Francisco and the rest of the Board of Directors are people with great business acumen. They run and manage a profitable partnership. Unlike an unwitting and powerless layperson, Atty. Francisco and the board members cannot so simply be pressured into giving away two properties.

Moreover, Ortigas's claim falters considering Atty. Francisco's social status and relationship with Marcos. In Campos's Answers to Cross-Interrogatories, he pointed out that Atty. Francisco had been close to Marcos, and that they would see each other quite often in Malacañang. He further testified that it was Atty. Francisco who convinced the other board members of Ortigas to sell the properties.⁴⁸³

This is consistent with Atty. Francisco's several letters to the Marcos Spouses and Campos. As the Sandiganbayan observed, in his letter to Campos

⁴⁷⁹ *Rollo* (G.R. No. 253735), p. 82.

⁴⁸⁰ *Id.* at 83.

⁴⁸¹ *Id.* at 142.

⁴⁸² See *Quintos v. Development Bank of the Philippines*, 766 Phil. 601 (2015) [Per J. Leonardo-De Castro, First Division]; *Philippine Free Press, Inc. v. Court of Appeals*, 510 Phil. 411 (2005) [Per J. Garcia, Third Division].

⁴⁸³ *Rollo* (G.R. No. 253735), p. 1614.

dated July 25, 1975, or around seven years from the execution of the first sale, Atty. Francisco repeatedly acknowledged Mid-Pasig's ownership over the properties:⁴⁸⁴

July 25, 1975

Mr. Joselito Campos
President, Mid-Pasig Land
Development Corporation
Pasig, Rizal

Dear Mr. Campos:

This is to inform you that we are undertaking the beautification of the Julia Vargas Avenue and more particularly the intersection of Julia Vargas Avenue and Meralco Avenue which borders your property. We are attaching [a] copy of the plan indicating the intersection of Julia Vargas Avenue and Meralco Avenue which is to be improved and as a result thereof we will require that you release 642 square meters (which is one of the corners affecting your lot) as indicated in the plan for said beautification.

We will highly appreciate your informing us if this is agreeable and if you could submit to us your title so that we can remove 642 square meters from your lot and make this area part of the avenue to serve not only for beautification purposes but also as a safety measure in this intersection.

Hoping to have your cooperation and reply at the earliest time possible, I remain.

Very sincerely yours,

FRANCISCO ORTIGAS, JR.
President

The same tenor was expressed in Atty. Francisco's letter to Marcos. In his August 5, 1975 letter, Atty. Francisco raised concerns over informal settlers and unauthorized diggings in the properties. It further shows that Atty. Francisco and Marcos had other ongoing businesses and projects. His telegram⁴⁸⁵ reads:

AUGUST 5, 1975

TELEGRAM

PRESIDENT FERDINAND MARCOS
MALACAÑAN PALACE
MANILA

FOR THE PAST TWO WEEKS I HAVE BEEN TRYING TO
REQUEST THROUGH THE COOPERATION OF MY FRIENDS
JOSELITO CAMPOS DR BERT ROMULO AND GENERAL FABIAN

⁴⁸⁴ *Id.* at 1001.

⁴⁸⁵ *Id.* at 999-1000.

VER FOR A BRIEF CONFERENCE OF FIFTEEN MINUTES WITH YOU TO REPORT AND CONSIDER THE FOLLOWING URGENT MATTERS NAMELY FIRST SQUATTERS SITUATION PENDING IN COURT OF APPEALS AND RENEWED ACTIVITIES OF ATTORNEY FELIPE NAVARRO AND OTHERS IN DISPOSING OF LOTS IN OUR PROPERTY AS WELL AS MAHARLIKA OR MIDPASIG LAND DEVELOPMENT CORPORATION PROPERTY TO INNOCENT BUYERS STOP UNLESS GOVERNMENT PUTS A STOP TO THIS RACKET I FEAR MORE THIRD PARTIES WILL FALL VICTIMS STOP SECOND WISH TO REPORT ON DEVELOPMENT AND BEAUTIFICATION OF AREA BOUNDED BY ORTIGAS MERALCO AND JULIA VARGAS AVENUES KNOWN AS MAHARLIKA OR MIDPASIG LAND DEVELOPMENT CORPORATION NOW BEING IMPROVED AND BEAUTIFIED STOP THIRD WISH TO REPORT ON STOPPAGE OF DIGGINGS FOR SUPPOSED TREASURE ON ORTIGAS PROPERTY AS PER INSTRUCTION RECEIVED FROM YOUR EXCELLENCY THRU GENERAL VER ON APRIL 6 STOP FOURTH REPORT ON STEPS REGARDING EXPROPRIATION PROCEEDINGS OF EPIFANIO DE LOS SANTOS FROM GUADALUPE TO SANTOLAN (CONSISTING OF APPROXIMATELY 250,000 SQUARE METERS) AS PER YOUR NOTE TO SECRETARY CESAR VIRATA DATED JUNE 18 1969 STOP FIFTH BRIEF REPORT ON MY SUCCESSFUL PROJECT LAUNCHED AT MABALACAT PAMPANGA KNOWN AS OPERATION TB PHASE OUT STOP SIXTH REPORTING ON MY URGENT REQUEST TO GENERAL FABIAN VER TO INVESTIGATE [THE] REASON WHY BISCOM [IS] NOT ALLOWED PERMANENT TELECOMMUNICATION BETWEEN BACOLOD AND MANILA STOP

I FEEL IT IS URGENT I REPORT ON THESE MATTERS AND WILL TAKE ONLY FIFTEEN MINUTES OF YOUR TIME STOP WISH YOU THE BEST OF EVERYTHING

PAQUITO ORTIGAS

Atty. Francisco also wrote Imelda to provide her updates regarding the properties. It reveals how Atty. Francisco went to great lengths to reach out to the Marcos Spouses and draw attention to the improvements, which increased the value of the lots. The letter⁴⁸⁶ reads:

August 5, 1975

Mrs. Imelda Romualdez Marcos
Malacañan Palace
Manila

Dear Mrs. Marcos:

Realizing how busy President Marcos is, I have taken the liberty of respectfully addressing this letter to you to report that the lot which is bounded by Meralco and Julia Vargas Avenues consisting of 24,891 square meters has been incorporated into the 16 hectares which was formerly acquired by Maharlika Corporation now Mid-Pasig Land Development Corporation. Incidentally, this additional area of 24,891 square meters has

⁴⁸⁶ *Id.* at 997.

been made part of the original sale of 160,000 square meters to Maharlika or Mid-Pasig Land Development Corporation and no additional cost has been charged. In other words, it is FREE. Copy of the document is attached hereto. This additional area of 24,891 square meters has a selling value of at least ₱400.00 per square meter or a total value of approximately ₱90,000,000.00. It is along Julia Vargas Avenue which is a concrete avenue, now completed and beautified.

The whole Maharlika or Mid-Pasig Land Development Corporation property is now approximately 19 hectares and if sold today it can easily bring a net profit of at least ₱125,000,000.00 considering that it is situated on the highest points of Pasig and bounded by Ortigas, Meralco and Julia Vargas Avenues, now completed, improved and beautified. For your information, we have had several prospective buyers for these 19 hectares but informed them to see Mr. Joselito Campos or Mr. Silverio or Mid-Pasig Land Development Corporation.

I enclose the latest photographs taken of the Maharlika or Mid-Pasig Land Development Corporation property showing the improvements which have been the cause of the increased value of this particular lot.

Should you be interested in asking any question regarding this area, I will be very happy to answer the same.


Very respectfully yours,

FRANCISCO ORTIGAS, JR.

These letters from Atty. Francisco hardly illustrate a person who was coerced into selling their properties. They disclose that Atty. Francisco had a close connection with Marcos and his associates. He constantly acknowledged the sale of the properties and even took care of several improvements.

Moreover, the regularity of the transaction is supported by the several Deeds of Sale and Transfer. Ortigas asserts that the low selling price of ₱40.00 per square meter proves the defect in its consent. However, as pointed out by the Commission and Mid-Pasig, this price was reasonable since Ortigas sold parcels of land in the same area for prices ranging from ₱50.00 to ₱62.79 per square meter. Thus, the price cannot be considered grossly inadequate. In any case, the gross inadequacy of price may only be an indication of a voidable contract. It does not per se establish that the party's consent was vitiated.

In all, the evidence and circumstances surrounding the sale do not support Atty. Ignacio's claim of intimidation.

Ortigas bears the burden of overturning the contract's validity—a burden it failed to discharge. Without sufficient evidentiary basis, this Court cannot give credence to its allegations. Failing to establish the vice in Ortigas's consent, the contracts of sale remain valid. 

This Court, therefore, finds no error in the Sandiganbayan's dismissal of Ortigas's Complaint. Its assertions are not supported by clear and convincing evidence.

ACCORDINGLY, the Petitions are **DISMISSED**. The following issuances of the Sandiganbayan are **AFFIRMED**:

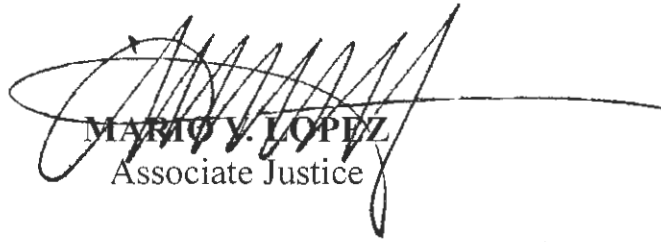
- (1) April 18, 2011 and August 26, 2011 Resolutions denying BLEMP Commercial of the Philippines, Inc.'s Motion for Leave to Intervene and Ortigas & Company Limited Partnership's application for injunction and receivership;
- (2) March 26, 2012 Partial Summary Judgment and September 10, 2012 Resolution partially granting the Presidential Commission on Good Government's Motion for Summary Judgment;
- (3) April 25, 2014 and August 26, 2014 Resolutions denying Ortigas & Company Limited Partnership's Motion for Summary Judgment;
- (4) July 20, 2015 and October 12, 2015 Resolutions denying Ortigas & Company Limited Partnership's Urgent Motion to Hold the Sale of the Subject Properties in Abeyance; and
- (5) March 13, 2020 Decision and October 6, 2020 Resolution in Civil Case No. 0093, dismissing Ortigas & Company Limited Partnership's Complaint for Annulment/Declaration of Nullity of Documents, Deeds and Titles and Recovery of Possession with Preliminary Injunction.

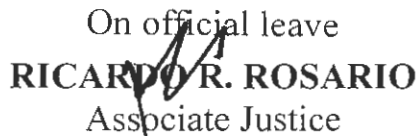
SO ORDERED.



MARVIC M.V.F. LEONEN
Senior Associate Justice

WE CONCUR:


MARIO V. LOPEZ
Associate Justice

On official leave

RICARDO R. ROSARIO
Associate Justice


JHOSEP V. LOPEZ
Associate Justice


ANTONIO T. KHO, JR.
Associate Justice

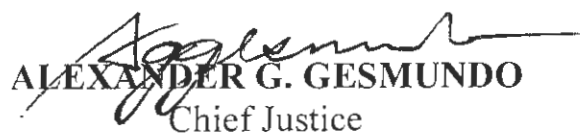
ATTESTATION

I attest that the conclusions in the above Decision had been reached in consultation before the cases were assigned to the writer of the opinion of the Court's Division.


MARVIC M.V.F. LEONEN
Senior Associate Justice
Chairperson

CERTIFICATION

Pursuant to Article VIII, Section 13 of the Constitution and the Division Chairperson's Attestation, I certify that the conclusions in the above Decision had been reached in consultation before the cases were assigned to the writer of the opinion of the Court's Division.


ALEXANDER G. GESMUNDO
Chief Justice